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The Solicitors' Journal.

LONDON, APRIL 24, 1869.

SIR ROUNDELL PALMER may not unnaturally feel himself considerably aggrieved by the way in which he was treated by Mr. Lowe in reference to the debate on Tuesday night about the site of the Law Courts. It would have been more courteous in the Liberal Chancellor of the Exchequer to have informed so distinguished a member of the Liberal party as the leader of the Chancery Bar what line he proposed to take in the debate. This would have saved Sir Roundell Palmer —whose minutes almost are guineas—the fruitless trouble of getting up and delivering the long speech which he made on Tuesday night. Instead of being acquainted, when he rose to speak, with the Ministerial proposition, he was in utter ignorance of it. Hence, it took him as much by surprise as it has taken us.

MOST MEMBERS of the House of Commons who attended on Tuesday evening to hear the question of the site of the Law Courts discussed probably expected to hear nothing more than the relative merits of the two sites, the Carey-street site as decided upon long ago, and the Embankment site as recommended by Sir Charles Trevelyan and others, fairly fought out. And during the earlier part of the debate the speakers on each site substantially confined themselves to this point. But later in the evening the Chancellor of the Exchequer, speaking, we presume, for the Government, opened a far wider question. He began by expatiating on the great cost of the present plan of the Commissioners if carried out in its entirety, which, including approaches, he estimated at £4,000,000, and he went on to propose a completely new scheme corresponding neither with that of the Commissioners nor with that of the ordinary advocates of the Embankment site. He proposes to abandon the Commissioners' extensive scheme of concentration, and would bring together in one building merely "the courts and their immediate offices, such as the judges' chambers, the masters' offices, the offices of the Chancellor and Vice-Chancellors and others." And the building containing these he would place upon a portion of what has been called the Embankment site, extending northward, not as far as the Strand, but only as far as Howard-Street. Such a building on that site, he thinks, could be erected for £1,600,000. And he also thinks that the Carey-street site might in time be disposed of well.

We have merely given an outline of the general nature of Mr. Lowe's proposal. But we have said enough to show that he seeks to re-open not only the question, where shall we build our courts and offices, but the other question, which we all thought was settled long ago,—what courts and offices shall we build.

If the House of Commons follows Mr. Lowe's lead, we shall find ourselves now in precisely the same position we were in five years ago, with the simple difference that we shall have spent £800,000 or £900,000 for nothing.

A PARAGRAPH has gone the rounds of the papers stating that Mr. Thom, the prosecutor in the case against the Overend & Gurney directors, intends to conduct the case himself at the trial; and the announcement has created some surprise, as well it might. It is monstrous enough that the investigation of such a case should be left to the energy of a private individual instead of being undertaken by a public officer. And the scandal would certainly be vastly increased if the conduct of the trial were to be left to unskilled hands. But we believe there is no real fear of such a result. Mr. Thom is no doubt the prosecutor in the case, as any other of her Majesty's subjects might have been. But when once the grand jury has found a true bill against the accused, if they do so, the cause, like all criminal causes, will be one between the Queen and the prisoners.

In the Court of Queen's Bench, to which the case has been removed, no one is entitled to appear and conduct a cause but the parties to the cause, or their counsel. We are therefore at a loss to see how in a case, the parties to which will be her Majesty and the accused, Mr. Thom can possibly be entitled to open his lips, except as a witness.

IT IS TO BE HOPED that some member of Parliament will before long call the attention of the law officers to the subject of making some provision for the registration of voters for the present year. A committee of the House has been appointed to consider the general question of the registration of voters in boroughs, but it is impossible that they can report in time for a comprehensive measure to be passed this session, besides which it is the case of counties which, in our opinion, requires more immediate attention. It was by the division of counties, and by the addition to the lists of county voters of a new list, different in every respect to the old ones, that the work of the revision was so much increased by the Reform Act of 1867. On many circuits, though perhaps not on all, it is certain that the work to be done will be too much for the old staff of revising barristers, and that if it is left to them without the assistance of the additional barristers appointed last year, it will, even although there will, of course, be more time than last year, be at least as badly done this year as it was last. In fact there can be no doubt that wherever counties have been divided, additional barristers are required. Of course if this were all that was required it would be perfectly easy to pass a short Act, simply extending to the present year the power given last year to appoint additional barristers for that year. Such an Act could be passed through Parliament in a very short time, and doubtless it will have to be done before the summer circuit. If, however, an Act of Parliament has to be passed, why not do something towards simplifying the registration of the new £10 voters? We have frequently pointed out that the machinery so hastily provided in the last two sessions for this purpose proved, upon trial, totally inadequate, and the experiment of leaving it to individual revising barristers to invent for themselves a practice, "as nearly as circumstances admitted" similar to the practice in other cases, certainly did not work well. Yet sufficient experience was gained last year to enable a measure to be easily framed which would clear away all the difficulties. Of course, if this matter had been entrusted to the Select Committee to inquire into, it might be well to wait for their report, and let things go on without amendment this year, but, for some reason which we have never been able to understand, the Committee are not to inquire into the registration of voters in counties, but only in boroughs.

THREE ELECTION PETITIONS have been decided since the remarks in our last impression were written. At Northallerton after a scrutiny which lasted several days, the petitioner confessed himself unable to get rid of the whole majority of fourteen votes by which the respondent was returned. A considerable number of objections to votes were disposed of, but the points raised were of

course technical, and we have received no report of them sufficiently reliable to enable us to offer any comment upon the decisions.

In the South-west Riding of Yorkshire some rather curious proceedings seem to have taken place. The return at the election, which was carried by a very small majority, was petitioned against on the usual grounds, and the seats being also claimed recriminatory charges were also made. Upon the opening of the case it appeared that refreshments had been given to voters to a considerable extent on the day of the election, but that this had been done by both sides, and that the circumstances of the constituency were to some extent peculiar owing to the long distances which the voters in many cases had to come. It also appeared that it had always been the custom to give such refreshments. In this state of things an arrangement was come to that the refreshments on the one side should be set off against those on the other, and that neither side should say anything about the matter. This arrangement was come to not only with the sanction of the judge, but as appears by the report actually at his suggestion. At a later stage, when the respondent's counsel was stating facts relied on as disqualifying the petitioners, the judge reminded him of the agreement come to, and warned him not to infringe it. It is clear, therefore, that there were practices at this election, which were supposed by counsel on both sides to have been illegal, and which may or may not have been so. The charges as to these practices were not investigated, and it is impossible of course, that being the case, to say whether there was anything illegal or not; but the reason that they were not investigated was not suggested for a moment to be that the investigation would be fruitless, but simply that it would be lengthy and expensive, and not personally profitable to any of the litigants. It is of course impossible to suppose that Baron Martin thus openly sanctioned a course which in his opinion was in the least improper, and it follows, therefore, that his view of his duty under the Act under which he sits, is that he simply has to try the issues joined between the parties and upon which they may choose to offer evidence. Now, this view may possibly be the right one, but it most certainly is not the one entertained by the Legislature at the time they passed the Act in question. There was much argument on both sides as to whether it was right to impose on the judges the somewhat inquisitorial duties which it was admitted that the Act would impose, and it certainly was considered on all hands, that whatever ought to be the tribunal to dispose of these questions, the inquiries should be carried on with a view not only to the private interests of the litigants, but also to the interest of the public. There is much in the enactments of the statute to show that this was intended. The judge is empowered, and obviously encouraged, to report to the House special circumstances which occurred at the election, and to inquire into matters which neither party may wish to bring before him, and he is especially directed to report for the public interest certain matters, which go far beyond the mere issues raised by the parties. Again, in the provisions for withdrawing a petition, the Legislature clearly shows its view that a petition must be considered as presented in the interest of the public, or at all events of the constituency, and that it ought not to be allowed to be withdrawn merely because the petitioner is satisfied. A charge ought not to be allowed to be withdrawn at the trial, except for grounds which would have justified its withdrawal before. At Hartlepool, Mr. Justice Blackburn took that view, and upon its being proposed to offer no evidence in support of the petition he adjourned the trial, that application to withdraw the petition might be made at chambers in the regular way. We can see no difference between withdrawing the whole case and withdrawing one charge which, if established, would suffice to avoid the election. Of course, where it is stated that efforts have been made without success to obtain sufficient evidence of a particular charge, the case is very different from that on which we are commenting. When there is no reason to distrust that statement, whether made at the trial or before, there is no conceivable reason why it should not be acted on, as it is constantly. But what would have been thought of an application at judges' chambers to withdraw the petition relating to the South-west Riding of Yorkshire, on the ground that it had been discovered that the practices which had been relied on and charged in the petition as illegal, and as avoiding the election, had been carried on by both sides? If such an application would not have been successful, why should the same thing have been openly sanctioned at the trial? If this view of Baron Martin, that his duty is only to try the issues raised by the parties, is to prevail, it is a strong additional reason for so altering the law as to make it the interest of petitioners to expose all they can, which is not at all the case at present.

At Hastings, the part of the case most interesting to the public was that relating to Mr. Brassey. There were, however, other points of more importance in a legal aspect. Thus the question of barristers' court money again came before Mr. Justice Blackburn. On this occasion he held that it was not illegal, pointing out, as we have already done, that his decision at Taunton was based entirely upon the payments which were made to persons who had not attended the court, and without any reasonable steps being taken to ascertain whether they had done so or not. This decision will probably considerably discourage the promoters of the second Taunton petition against Mr. James.

On Tuesday evening the House of Commons, upon the occasion of a motion for an address praying for a commission to be issued to inquire into the late Dublin election, discussed for some time, and with considerable warmth, a point of law. Mr. Justice Keogh had reported that corrupt practices had at the late election extensively prevailed amongst the freemen of the City of Dublin. The question debated was whether this report amounted to a report that corrupt practices had extensively prevailed in a city or borough. It was contended in opposition to the motion that it did not follow from the fact of the prevalence extensively within a portion of the constituency of corrupt practices that they had prevailed extensively within the whole, and that if they had not the issuing of a commission would not be within the Act of Parliament, 15 & 16 Vict. c. 57, and would be altogether illegal; that the commissioners would have no legal powers, and witnesses swearing falsely would not be liable to the penalties of perjury. Sir George Grey thought this difficulty so serious that, while voting for the address, he thought it worth while to recommend the passing of a special Act to legalise the commission, and the view was very confidently entertained by members whose opinion is entitled to respect. Still we cannot help thinking that the difficulty was an unsubstantial one. Surely the question whether extensive prevalence within a part is extensive prevalence within the whole is a question of fact depending entirely upon the proportion which the part bears to the whole. If corrupt practices prevailed extensively or even universally amongst a class consisting of, say, three voters out of a thousand, it is clear they could not be said to prevail extensively amongst the thousand; but the contrary would be the case if the class consisted, say of eight hundred out of a thousand. It was therefore, only necessary to determine whether the freemen of Dublin formed so large a portion of the whole constituency that the fact that they were extensively corrupt would show that corrupt practices could be said to have extensively prevailed in the constituency. No doubt it would be inconvenient to issue the commission, leaving its legality or illegality to be determined by the view that might be taken of this question. The wording of the Act of Parliament, however, appears to dispose

of this difficulty. It is not provided that if a committee (or under the present law, a judge) reports that corrupt practices have extensively prevailed, the commission may issue, but that if by a joint address of both Houses of Parliament it is represented that a committee have so reported, then the commission may issue. The Houses of Parliament are therefore made the tribunal to construe the report, and if they choose to put on any report the construction that it is a report of the extensive prevalence of corrupt practices, and to vote a joint address to that effect, it appears to us that the Act of Parliament is satisfied, and that the legality of a commission issuing after such an address could not be subsequently questioned.

THE STATUTE relating to the new professorship of law at the University of Oxford finally passed Convocation on the 15th ultimo. The stipend of the Professor is to be £600 per annum, which Corpus Christi College has undertaken to provide. The election of the Professor is vested in "a member of Corpus Christi College selected for the purpose, the Regius Professor of Civil Law (Sir Travers Twiss) the Chichele Professor of Laws (Mr. Montagu Bernard), and two persons learned in the law to be nominated by the College and approved by Convocation." The Professor is to reside in the University for three months in full term every year. His duties are "to treat of legal history, to compare with one another the legal systems of different nations, to expound the principles of jurisprudence, and to teach whatever in his line he shall deem conducive to the purposes of the university." He is removable, on the ground of misconduct, by Convocation, and in the event of his becoming unable, through age or infirmity, to discharge his duties, the electors have power to appoint a deputy.

MR. GOLDNEY'S BILL to amend the law as to the election of county coroners has now been printed. It proposes to take away the right of election from the freeholders of the county, and to vest it in the Lord Chancellor, or the Home Secretary. We presume that Mr. Goldney intends Parliament to elect which of these high officers shall be invested with this responsibility. The right of appointing borough coroners is not to be interfered with.

The change which Mr. Goldney proposes is one which we entirely approve. The office of coroner is distinctly a judicial office. Of all modes of appointing to a judicial office popular election is, in our opinion, the worst. And of all forms of popular election, election by the freeholders of the county is perhaps as bad a one as could be chosen. It confers the right of election upon such householders or landholders as chance to hold their house or land upon a tenure differing from that of their neighbours in a respect which no one but a lawyer can understand. On the other hand the bill proposes to put the office of coroner on the same footing as other offices of the same class. It would give the appointment to a minister who will have the means of making a proper selection, and will be responsible for the selection he makes.

IT WILL BE in the recollection of most of our readers that at a meeting of deputations from law societies held at Leeds in the month of September, a proposal was made and adopted for the establishment of a law university, which should undertake the legal education, and test the attainments of candidates for admission to both branches of the legal profession; and a provisional committee was appointed to promote the plan. That committee has now issued a report and a scheme for a university. The scheme is well conceived, and appears to have been worked out with much care. It is stated to have the sanction both of the Lord Chancellor and of Sir Roundell Palmer. It is also substantially in accordance with the recommendations of the Inns of Court Commission of 1854. And something like it must, we think, be adopted sooner or later. The report recommends the formation of a permanent association, the objects of which shall be—

First—The institution of a central law college or university for the education of students intended for both branches of the profession.

Second—The abrogation of admission to the Bar by the Inns of Court, and admission to both branches of the profession on the basis of a combined test of collegiate education and examination by a public board.

Third—The application of all revenues now by law applicable to the purposes of legal education, after due provision being made for existing interests, to the support of the proposed college or university of law.

Fourth—An easy transition from one branch of the profession to the other of persons qualified for both branches.

Fifth—The admission of attorneys equally with the Bar to the unpaid magistracy, and to all offices for which their education and course of practice qualifies them.

THE FOLLOWING GENTLEMEN of the Chancery Bar have applied to the Lord Chancellor for the honour of silk gowns:—Mr. H. F. Bristowe, Mr. A. S. Eddis, Mr. E. Fry, Mr. J. N. Higgins, Mr. T. Hughes, M.P., Mr. A. E. Miller, Mr. G. O. Morgan, M.P., Mr. C. L. Webb.

THE REPORT OF THE JUDICATURE COMMISSION.—No. I.

The Commissioners appointed to "inquire into the operation and effect of the present constitution" of the Court of Chancery, the Superior Courts of Common Law, the Central Criminal Court, the Courts of Admiralty, Probate, and Divorce, the Admiralty of the Cinque Ports and the Common Pleas of Lancaster and Durham, and the Courts of Error and Appeal from all the said Courts, have made their first Report. Whether the Court of Chancery of Lancaster was excluded from the purview of the Commissioners advisedly or *per incuriam* we do not know; but at any rate there is no mention of that court either in the Commission or the report, an omission at which we feel the more regret because we had been led to expect that a most important and beneficial change in the character and constitution of that court would have been recommended.

It is not necessary, writing as we do for the profession rather than the public, to say a word in explanation, either of the importance of the questions submitted to this Commission, or (beyond the pure recital of the Commissioners' names) its fitness for the task imposed upon it. The Commission as nominated consisted of Lord Cairns, Sir William Erle, Lord Penzance (then Sir J. P. Wilde), The Lord Chancellor (then Vice-Chancellor Wood), Mr. Justice Blackburn, Mr. Justice Montague Smith, Sir J. B. Karslake (then Attorney-General), Sir Roundell Palmer, Vice-Chancellor James (then Vice-Chancellor of Lancaster), J. R. Quain, Q.C., Mr. Registrar Rothery, Mr. Acton Smee Ayrton, Mr. Ward Hunt (since Chancellor of the Exchequer), Mr. Childers (now first Lord of the Admiralty), Mr. Hollams (Thomas and Hollams), and Mr. Francis Dobson Lowndes (Lowndes & Lowndes). Very shortly afterwards it appears to have been thought that the chancery element was too strong on the Commission, for the civil and common law elements were strengthened by the addition of Sir Robert Phillimore and Mr. Baron Bramwell respectively, while the country solicitors were represented by Mr. William Gandy Bateson, of Liverpool. Finally, since the last change of Government the names of the present Attorney and Solicitor-General have been added.

The Report before us is signed by everyone of these gentlemen, though some of them have (as might among so many have been anticipated) appended to their signatures certain notes either qualifying their concurrence in or signifying their dissent from some of the recommendations.

The Report opens with a concise and lucid account of the origin, progress, and present state of the various distinctions of jurisdiction now existing, and expresses

an opinion (not exactly in terms but in substance) that the attempts made in the various Common Law Procedure and Chancery Amendment Acts to remedy the inconveniences arising therefrom are defective in principle as well as deficient in extent, and it illustrates the completeness of the separation between the different jurisdictions, even when they appear to be most intimately "fused," by a reference to the present state of county court jurisdiction which is so completely apposite, and so incapable of condensation, that we give it entire :—

"The county court has jurisdiction in common law cases up to £50 in contracts, and to £10 in torts. It has also equitable jurisdiction in certain cases when the value of the property in dispute does not exceed £500, and in at least one of such cases, namely, an administration suit, it is now competent for any county court judge to restrain the prosecution of actions brought by creditors in any of the Superior Courts of Common Law. By an Act of Parliament of last session some of the county courts have also been invested with Admiralty jurisdiction in a large class of cases, where the amount in dispute does not exceed, in some cases, £150, and in others £300. There is an appeal in each class of cases, within certain limits, to a court of Common Law, to the Court of Chancery, or to the Court of Admiralty. But these jurisdictions, though conferred on the same court and the same judge, still remain (like the common law and equity sides of the old Court of Exchequer) quite distinct and separate. The judge has no power to administer in one and the same suit any combination of the different remedies which belong to his three jurisdictions, however convenient or appropriate such redress may be. That can only be accomplished, under the county court system, by three distinct suits brought in the same court and before the same judge, carried on under three different forms of procedure, and controlled by three different courts of appeal. In this case, therefore, although we appear at first sight to have obtained that great desideratum, which the Common Law Commissioners call 'the consolidatiou of all the elements of a complete remedy in the same court,' yet, as that remedy can only be had in three separate suits, the evil is equally great."

The Report having thus pointed out the existing evils, proceeds to recommend their remedy. This we think it expedient to give in the Commissioners own words:—

We are of opinion that the defects above adverted to cannot be completely remedied by any mere transfer or blending of jurisdiction between the courts as at present constituted; and that the first step towards meeting and surmounting the evils complained of will be the consolidation of all the Superior Courts of Law and Equity, together with the Courts of Probate, Divorce, and Admiralty, into one court, to be called "Her Majesty's Supreme Court," in which court shall be vested all the jurisdiction which is now exercisable by each and all the Courts so consolidated.

This consolidation would at once put an end to all conflicts of jurisdiction. No suitor could be defeated because he commenced his suit in the wrong court, and sending the suitor from equity to law or from law to equity, to begin his suit over again in order to obtain redress, will be no longer possible.

The Supreme Court thus constituted would of course be divided into as many chambers or divisions as the nature and extent or the convenient despatch of business might require.

All suits, however, should be instituted in the Supreme Court, and not in any particular chamber or division of it; and each chamber or division should possess all the jurisdiction of the Supreme Court with respect to the subject-matter of the suit, and with respect to every defence which may be made thereto, whether on legal or equitable grounds, and should be enabled to grant such relief or to apply such remedy or combination of remedies as may be appropriate or necessary in order to do complete justice between the parties in the case before the Court, or, in other words, such remedies as all the present Courts combined have now jurisdiction to administer.

We consider it expedient, with a view to facilitate the transition from the old to the new system, and to make the proposed change at first as little inconvenient as possible, that the Courts of Chancery, Queen's Bench, Common Pleas, and Exchequer, should for the present retain their distinctive titles, and should constitute so many chambers or divisions of the Supreme Court; and as regards the Courts of Admiralty, Divorce, and Probate, we think it would be convenient that those courts should be consolidated, and form one chamber or division of the Supreme Court. . .

It should further be competent for any chamber or division of the Supreme Court to order a suit to be transferred at any stage of its progress to any other chamber or division of the court, if it appears that justice can thereby be more conveniently done in the suit; but except for the purpose of obtaining such transfer, it should not be competent for any party to object to the prosecution of any suit in the particular chamber or division in which it is being prosecuted, on the ground that it ought to have been brought or prosecuted in some other chamber or division of the court. When such transfer has been made, the chamber or division to which the suit has been so transferred will take up the suit at the stage to which it had advanced in the first chamber, and proceed thenceforward to dispose of it in the same manner as if it had been originally commenced in the chamber or division to which it was transferred."

That this, or something tantamount to this, is the true remedy for which we have so long been seeking, we have little doubt; and although not the same in form, it is practically the same thing on a more complete scale as the proposition made some years ago in this journal, that no suit in equity should fail solely on the ground that the remedy was at law, but that the Court should have power on motion at any time before issue joined (but not after) to remove the record into a court of law, which should try the questions arising upon the pleadings as issues to be settled, if necessary, by the judge, on the system now, or lately, prevailing in Ireland. The only practical difference between the two suggestions is that that of the Commissioners embraces "all courts and causes whatsoever," and is put into a form apt for that purpose, whereas we had only under consideration the particular case of a suit in equity, and proposed a remedy adapted to that case only.*

The report then takes up the question, which the Commissioners describe as "important and difficult," as to the number of judges who should ordinarily sit together, and they come to the conclusion that for a court of first instance a single judge is sufficient, although they recommend that for the present the system of sitting in banco in Courts composed of *not more than* three judges should be continued in the common law divisions of the Court. From this recommendation we feel compelled, not without hesitation and reluctance, to dissent: we entertain a strong opinion that no final decree or order whatever should be made, except by consent of the parties, by a single judge, and that instead of extending the system now prevailing in chancery to the common law divisions of the proposed Supreme Court, it would have been better to constitute a full Court, consisting of *not less than* (instead of "not more than") three judges, who should hear and determine all contested causes. As the details of our proposal for this purpose, showing that it would not require any greater addition to the number of the Bench than that proposed by the Commissioners, is already † before our readers, we need say no more here than that we think that, in this respect at any rate, equity should "follow the law," not *vice versâ*.

The Report then goes on to consider a scheme for uniformity of procedure. We were at first much startled at this proposition, because we are fully persuaded that

* In fact, our remarks were caused by the result of a suit then recent, in which, after the cause had been duly brought to the hearing, and both sides had gone at great length and considerable expense into the merits of their respective case, the Vice-Chancellor (Wood), after expressing a strong opinion that the plaintiff was right on the merits, felt himself obliged to dismiss the bill with costs, because the bill of exchange, to restrain the negotiation of which the suit was brought, had been, in fact, discounted a day or two before the bill was filed, so that, at the time of the institution of the suit, the plaintiff's was "a mere money demand."—A. E. M.

† 12 Sol. Jour. 911.

diversity, and not uniformity of practice, is essential, not merely in legal but in all human affairs of importance, to meet the endless variety of circumstances, complications, and dispositions which are to be provided for in all human systems, legal, social, political, or ecclesiastical. Upon further examination, however, we found that this proposed uniformity was only to be superficial, and that underneath was to be preserved all the existing diversity of procedure, with this difference—that the question, to which kind of operation any cause is to be submitted, is to be determined henceforth by the nature of the question to be tried, not by the constitution of the tribunal before which it is brought. This is an undoubted improvement; a necessary consequence, indeed, of the power of transfer already mentioned, but not the less important to bear in mind as the *principle* to which all recommended systems of pleading and practice should be referred, which may be shortly stated thus:—differing methods of investigation are adapted for the determination of different questions, and it is the duty of the Court, as soon as it has discovered the nature of the question or questions at issue, to apply to the case that form of procedure best adapted to produce the desired result. We fully agree, however, with what we understand to be the view of the Commissioners, that this diversity should be confined within as narrow limits as is conveniently practicable, and we therefore hail with pleasure the recommendations —first, that all suits should be commenced by a document of a single nature, and secondly, that there should be a power of adapting this document by special endorsement to various circumstances and with various results.

The recommendations on this point may be shortly described as follows:—All suits are to be commenced by writ of summons, but whenever the claim is a liquidated money demand, or for an account, the writ is to be specially endorsed; and judgment to be recoverable at once in default of appearance, either for payment of the demand or for taking the account, as the case may be; and even after appearance, there is to be provided a summary method of arriving at the same result, unless upon cause shown a different order is made.

Next in order comes the question of pleading in cases not disposed of summarily under the preceding provisions. Here, again, the Commissioners appear to have been anxious to preserve as much uniformity as possible, and we are not quite sure that they have not for this purpose gone somewhat further than convenience would altogether dictate. After some preliminary observations to the effect that common law pleading as now carried on is unintelligibly technical, and equity pleading intolerably prolix, (neither of which propositions are, we think, true to their full extent,) the Report proceeds:—

"The best system would be one which combined the comparative brevity of the simpler forms of common law pleading with the principle of stating, intelligibly and not technically, the substance of the facts relied upon as constituting the plaintiff's or the defendant's case, as distinguished from his evidence. It is upon this principle that most modern improvements of pleading have been founded, both in the United States and in our own colonies and Indian possessions, and in the practice recently settled for the Courts of Probate and Divorce.

We recommend that a short statement constructed on this principle of the facts constituting the plaintiff's cause of complaint, not on oath, to be called the declaration, should be delivered to the defendant. Thereupon the defendant should deliver to the plaintiff a short statement, not on oath, of the facts constituting the defence, to be called the answer. When new facts are alleged in the answer the plaintiff should be at liberty to reply. The pleadings should not go beyond the reply, save by special permission of a judge; but the judge should, at any stage of the proceedings, permit such amendment in or addition to the pleadings as he may think necessary for determining the real question or controversy between the parties, upon such terms, as to costs and otherwise, as he may think fit."

Then, after a proposal (in which we heartily concur) for enabling any cross claims which might have the operation of a set-off to be made by answer, without a cross suit, and for enabling either party to add parties for the purpose of bringing before the Court all persons interested in the subject-matter, the Report proceeds:—

"We think that either party should be at liberty to apply at any time, either before or after pleading, for such order as he may upon the admitted facts in the case be entitled to, without waiting for the determination of any other questions between the parties.

The Commissioners, naturally following the progress of the cause, now come to the question of the mode of trial. And here, for the first time, their recommendations have the qualification (be it merit or otherwise) of absolute novelty. Up to this point nothing has been suggested which has not, in principle at any rate, been prominently urged before; but, so far as we know, the scheme now put forward with all the weight of the unqualified concurrence of all the Commissioners is absolutely new to the public. After a succinct account of the different modes of trial at present in vogue, they say:—

"It seems to us that it is the duty of the country to provide tribunals adapted to the trial of all classes of cases, and capable of adjusting the rights of litigant parties in the manner most suitable to the nature of the questions to be tried.

We therefore recommend that great discretion should be given to the Supreme Court as to the mode of trial, and that any questions to be tried should be capable of being tried in any division of the court:

(1.) By a judge.
(2.) By a jury.
(3.) By a referee.

The plaintiff should be at liberty to give notice of trial by any one of these modes which he may prefer, subject to the right of the defendant to move the judge to appoint any other mode. When the trial is to be by a jury or by referee, a judge, on application by either party, if he think the questions to be tried are not sufficiently ascertained upon the pleadings, should have power to order that issues be prepared by the parties, and if necessary settled by himself. The judge should also, on the application of either party, have power to direct that any question of law should be first argued, that different questions of fact arising in the same suit should be tried by different modes of trial, and that one or more questions of fact should be tried before the others.

The system which, in all the divisions of the Supreme Court to which it can be conveniently applied, we would suggest for the trial of matters suitable for trial by referees, is as follows:—

We think that there should be attached to the Supreme Court officers to be called official referees, and that a judge should have power, at any time after the writ of summons, and with or without pleadings, and generally upon such terms as he may think fit, to order a cause, or any matter arising therein, to be tried by a referee; and that whenever a cause is to be tried by a referee, such trial should be by one of these official referees, unless a judge otherwise orders. We think, however, that a judge should have power to order such trial to be by some person not an official referee of the court, but who on being so appointed should *pro hâc vice* be deemed to be and should act as if he were an official referee. The judge should have power to direct where the trial shall take place, and the referee should be at liberty, subject to any directions which may from time to time be given by the judge, to adjourn the trial to any place which he may deem to be more convenient.

The referee should, unless the judge otherwise direct, proceed with the trial in open court, *de die in diem*, with power, however, to adjourn the further hearing for any cause which he may deem sufficient, to be certified under his hand to the court.

The referee should be at liberty, by writing under his hand, to reserve, or pending the reference to submit, any question to the decision of the Court, or to state any facts specially with power to the Court to draw inferences; and the verdict should in such case be entered as the Court may direct. In some other respects the decision of the referee should have the effect as a verdict at Nisi Prius, subject to the power of the Court to require any explanation or reasons

from the referee, and to remit the cause or any part thereof for reconsideration to the same, or any other referee. The referee should, subject to the control of the Court, have full discretionary power over the whole or any part of the costs of the proceeding before him.

In connection with the subject of trial, it seems proper to refer to the recommendation of the Patent Law Commissioners in their report of the 29th July 1864, who, after observing that the present mode of trying the validity of patents is not satisfactory, advise, that such trials should take place before a judge, sitting with scientific assessors to be selected by himself in each case, but without a jury, unless at the desire of both parties to the suit; and that on such trials the judge, if sitting without a jury, should decide questions of fact as well as of law. It appears to us that a plan similar in substance to that recommended by the Patent Law Commissioners, might with advantage be applied to the trial, not of patent cases only, but of any cases involving questions of a scientific or technical character, in which the judge, or the referee by leave of the judge, may think it desirable to have the aid, during the whole or any part of the proceedings, of scientific assessors."

With this proposal, with one or two slight modifications, we entirely concur. We have already * given our reasons for disapproving of the trial of contested points of law before a single judge, and we think that it is even more objectionable to submit to a single mind the duty of deciding, upon conflicting evidence, disputed questions of fact; and we could therefore reserve to either party the right, *ex debito justitiæ*, to have all issues of the former kind referred to a Court, to consist, *in the first instance*, of three judges at the least, and to have all issues of the latter kind settled by the verdict of a jury: this right is by the proposal above-quoted left to the Court in its discretion, but we think that it ought to be vested absolutely in either party, and that the discretion of the Court should be limited to those cases in which the questions of law and fact are so blended as to be undistinguishable. On the subject of referees, also, we think that the report requires some qualification. We think that no case should be referred, except by consent, in any case where the order goes beyond "accounts and inquiries," but that the Court should have the fullest authority to order all such matters to be referred instead of prosecuting the inquiries itself or in chambers. The referees, however (official or other), should be strictly limited to finding the facts, and should not, in the absence of agreement, be competent to make any final award; the Court, applying the law to the facts certified by the referees, should make the order, in the same manner as an order founded upon the certificate of the chief clerk is now made on the further consideration of a suit in chancery. We think also that provision should be made for the selection of the official referees partly from the profession and partly from the classes who now supply what is known as "*expert* evidence," with power from the Court to associate a legal and scientific referee or referees in any case, much as is now done in the Court of Admiralty on a reference to the "registrar and merchants." This would, we think, be preferable to leaving the legal referee uncontrolled by the opinions—save in so far as he felt bound *verecundiæ causâ* to defer to them—of scientific assessors.

In the same manner, without at all desiring to trench upon the power of the Court to sit with the assistance of assessors merely, we think it would be advantageous to enable the parties to require issues of fact involving special knowledge to be referred to a specially qualified jury of some limited number (say five), and to render their verdict (at all events when unanimous) absolutely and finally binding upon the parties. We say "when unanimous," because we think that such a jury ought to be entrusted with the power of finding a verdict by a majority, irrespective of consent, with, perhaps, the qualification that the Court, if dissatisfied with the verdict, might in such a case set it aside and order a new trial on the ground of such difference of opinion alone.

The Commissioners next take up the question of evidence, and upon this point we do not exactly understand their proposal.

They recommend that—

"In the absence of any agreement between the parties, and subject to any General Order of the Court applicable to any particular class of cases, the evidence at the trial should be by oral examination in open court, but that the Court should have power at any time to direct that the evidence in any case, or as to any particular matter at issue, should be taken by affidavit, or that affidavits of any witnesses may be read at the trial, or that any witnesses may be examined upon interrogatories or otherwise before a commissioner or examiner. Any witness who may have made an affidavit should be liable to cross-examination in open court, unless the Court or a judge shall direct the cross-examination to take place in any other manner. Upon interlocutory applications, the evidence should, we think, as a general rule be taken by affidavit, but the Court or a judge should upon the application of either party have power to order the attendance, for cross-examination or otherwise, of any person who may have made an affidavit."

If this means that wherever there is a dispute of fact the evidence *upon that issue* is to be taken orally in court, but that all subsidiary facts not in issue, and all formal proof of facts not really contested, may be given by affidavit, we fully agree with it, but if and so far as it may mean anything else we are unable to concur with it. We think that one of the principal objections—we had almost said *the* principal objection—to the existing common law system is the necessity for bringing witnesses, often at enormous expense, into court to prove every link in a long story of which perhaps but one or two points, depending often upon the evidence of a single witness, are really in contest; while, on the other hand, we believe it to be the unanimous opinion of all who have any personal experience of its working that no more solemn farce exists than a cross-examination in chancery before an examiner, ordinary or special. It would be utterly ludicrous were it not so terribly expensive.

The Report then proposes to give to the Court or judge very extensive discretionary powers, to which no objection can, we think, be taken, followed by a proposal* that "in all divisions of the Supreme Court the costs of the suit and of all proceedings in it should be in the discretion of the Court." As this is coupled with a proposal† that, "as a general rule, no appeal should be allowed as to costs only," we are constrained to object to it as vesting in the hands of a single judge a power which obviously may be, and where it exists not unfrequently is, used very arbitrarily, and even harshly, against suitors with whose conduct, on some point immaterial to the issue, the judge is dissatisfied, and whom, though he cannot deny their right to success in the suit, he punishes by the denial of their costs, knowing that of that decision there is no chance of reversal, though often such a victory is worse than a defeat. Nay, we have known more than one instance in which counsel, feeling morally certain of success on the merits, but knowing that the judge had a strong feeling against the case, have felt obliged to deprecate a successful decision, and actually to ask for an appealable decree, a request not invariably acceded to. We confess we cannot see any reason for the rule, and we are sure that it often operates to produce great injustice. Let us take as an instance a case which has been recently much before the public—*Martin* v. *Mackonochie*. If the learned Dean of the Arches had decided against Mr. Mackonochie on *all* the questions submitted to him, but added, "I do not, however, consider it a case for costs," Mr. Martin would have been without remedy, though in the opinion of the Court of Appeal (which

* *Ubi sup.*

* Page 15. † Page 24.

must, of course, be presumed to be right) he was entitled to all his costs.*

For so far (with the exception of a protest from the learned judge of the Court of Admiralty against the abolition of the exclusive jurisdiction of that Court, in which few, if any, will, we think, be found to follow him) the Commissioners appear to be perfectly unanimous. At this point, however, they enter upon a new field of inquiry, "the general arrangements for the conduct of judicial business," and from this point there appears to be some difference of opinion amongst them, though not perhaps so great as might reasonably have been anticipated.

LIABILITIES OF HUSBANDS AND FATHERS.

The Married Woman's Property Bill, the object of which is to give to married women the same rights of property as those which unmarried women enjoy, has been again introduced into the House of Commons. To understand fully the effect of this proposed legislation and the change which it would cause if it became law, it is necessary to know precisely not only the rights at present enjoyed by husbands over the property of their wives, but also the liabilities which are imposed upon husbands and fathers in respect of their wives and children. We propose here to examine what is the actual extent of that liability.

A husband, by the mere fact of the marriage, becomes liable for all the contracts and torts of his wife *dum sola* to the same extent that she would have been liable but for the marriage. This liability is absolute and unlimited during the marriage, whether or not the husband knew of his wife's liabilities when he married her. If the wife dies before the husband and before her liabilities have been enforced against him, he is only liable as her administrator to the extent of the assets which he has received as such administrator. If judgment is recovered against the husband on any of these liabilities, he becomes liable upon it as if he had originally contracted the debt or committed the wrong (*Heard* v. *Stamford*, 3 P. Wms. 409). After the death of the husband all the wife's liabilities which have not been enforced against him may be enforced against her alone. If, however, the husband has become bankrupt his order of discharge extinguishes the wife's debts contracted before marriage, and they do not revive against her on the death of her husband (*Lockwood* v. *Salter* 2 Nev. & Man. 255).

The liability for the torts and contracts of a married woman during marriage must be treated separately, and is now subject to 20 & 21 Vict. c. 85, which we shall notice presently.

A married woman is liable for her torts (with, perhaps, one exception), but her husband must be made a co-defendant with her in any action in respect of them during the marriage, and if the plaintiff recovers judgment it is against them jointly, and the husband is then liable upon the judgment as if he had been a joint wrong-doer with his wife. If she survive her husband she may be sued separately (*Wright* v. *Leonard*, 9 W. R. 944.

If a husband join his wife in committing a tort or authorise her to commit one, he is then of course a wrong-doer in accordance with the ordinary principles of law.

There is some confusion in the cases which govern a husband's liability for his wife's contracts made after marriage. A married woman cannot bind herself by any contract, although she can in equity dispose of her separate estate. She can, however, bind her husband by her contracts—first as his agent, secondly by contracts for the purchase of necessaries for herself which he has improperly neglected to supply.

Persons incompetent to bind themselves by contract as infants or married women may yet bind others as agents if duly authorised. In this way a woman may as agent contract so as to bind her husband, but his liability will depend solely upon the authority which he has given to her. This authority, like the authority given to any other agent, may be express, or implied from the acts of the husband. Where the authority is express difficulty rarely arises. On proof of the authority the husband is liable, and proof of express authority is generally easy.

When the alleged authority is implied only, as is generally the case where the liability is disputed, it is often very difficult to decide whether or not authority has been given. This is rather a difficulty of fact than of law; but in some cases where this point has arisen rules have been laid down establishing presumptions of law for ascertaining what implied authority a wife has to bind her husband instead of leaving it as a simple matter of fact to the jury, as in every other case of agency. It has been said that "during cohabitation there is a presumption arising from the very circumstance of cohabitation of the husband's assent to contracts made by the wife suitable to his degree and estate" (*Etherington* v. *Parrot*, 2 Ld. Raym. 1006). This makes the liability of a husband for his wife's contracts somewhat different from the liability that would be imposed upon him by the ordinary law of agency. A husband may no doubt impliedly represent that his wife is authorised to contract for him, and then he is liable for her contracts, as any other principal is liable who by his conduct or otherwise holds out a person as his agent, whether the agent is in fact authorised or not. The dictum in *Etherington* v. *Parrot* goes further than this, and decides that the mere fact of cohabitation is a representation of authority. The law thus laid down has, however, been explained and somewhat restricted by the decision of the majority of the Court of Common Pleas in *Jolly* v. *Rees* (12 W. R. 473). There the defendant's wife, while living with the defendant, bought wearing apparel from the plaintiff suitable for a person in her condition. The defendant had, in fact, forbidden his wife to pledge his credit at all; but this was not known to the plaintiff. It was held that the defendant was not liable, on the ground that, "although there is a presumption that a woman living with a man and represented by him to be his wife has his authority to bind him by her contract for articles suitable to that station which he permits her to assume, still this presumption is always open to be rebutted." The defendant did rebut it in this case, by showing that he had forbidden his wife to make the contract sued upon. *Harrison* v. *Grady* (14 W. R. 139) followed *Jolly* v. *Rees*, and these two cases, therefore, show that the presumption only exists when there is no evidence to the contrary, and, moreover, it only extends to an authority to contract for articles suitable to that station which the husband has permitted his wife to assume, and does not necessarily extend to articles suitable to the husband's estate and degree.

The liability of a husband for his wife's contracts as his agent may therefore be thus stated. He is liable, in accordance with the general law of principal and agent, on all her contracts expressly or impliedly authorised by him; but the relation of marriage adds one incident which does not exist in other cases of principal and agent—viz., that during cohabitation there is a presumption of authority to the wife to contract to the extent explained in *Jolly* v. *Rees* and *Harrison* v. *Grady;* but this presumption may be rebutted. In these cases of agency the question whether the wife's contracts are or are not for necessaries cannot, strictly speaking, arise, and it is well to avoid using this word, as it is likely to cause confusion (*Harrison* v. *Grady*).

Secondly, a husband is bound to supply his wife with necessaries, and if he neglects to do so she may purchase them for herself, and he is liable to pay for them. This liability is often treated as arising from a sort of irrevo-

* We are not, of course, here expressing any opinion whatever on the *merits* of this case; we are merely considering its operation on the question of *costs*.

cable agency; but it is more convenient to treat the liability as resting upon the absolute duty of a husband to provide for his wife which he has undertaken and neglected, and for the performance of which by another person he is bound to pay. This liability can never arise where the wife is properly supplied with necessaries, or is without necessaries through her own fault, as if she leave her husband of her own free will without sufficient reason (*Hindley* v. *Westmeath*, 6 B. & C. 211). In such a case there is no neglect on the part of the husband, and therefore no liability. This is so *à fortiori* when the wife elopes and lives in adultery. If, however, a wife is compelled to leave her husband's house on account of his bad conduct, he is liable for necessaries supplied to her, unless he pays her a sufficient allowance (*Houliston* v. *Smyth*, 3 Bing. 127). If married people live apart by consent, or through the husband's misconduct, he is not liable for necessaries if he make an adequate allowance and pays it (*Mizen* v. *Pick*, 3 M. & W. 481). If he makes no allowance, or nominally makes one but neglects to pay it, he is liable (*Hodgkinson* v. *Fletcher*, 4 Camp. 70). The question always is, has the husband been in default in failing to provide necessaries. Unless this is proved he cannot be made liable. If a wife living apart from her husband, whether with or without his consent, but under circumstances that make him liable for necessaries, commits adultery, the husband's liability ceases at once unless he condone the offence (*Cooper* v. *Lloyd*, 6 C. B. N. S. 519). It is important to observe that it is in all cases in the power of the husband alone to fix the style of living which his wife shall adopt while they live together. The mere fact that the establishment is inadequate to the husband's means, no matter how great the inadequacy may be, would not be a legal justification to the wife for leaving him.

It may be noticed that the word "necessaries" has a very wide signification, and is construed much in the same way as when treated of in reference to contracts by infants. It means not only such food, clothing, and shelter as are necessary to support life, but also all such things as are suitable to the estate and position of the wife, and consequently the meaning of the word varies much with the station in life of the parties. It has even been held that a husband may be liable for the cost of articles of the peace exhibited by his wife against himself in consequence of his violence (*Turner* v. *Rookes*, 10 A. & E. 74), or for legal expenses incurred by a deserted wife preliminary and incidental to a suit for restitution of conjugal rights, and for other similar expenses (*Wilson* v. *Ford*, 16 W. R. 482).

The liability of a husband on contracts made by his wife, whether as his agent or for necessaries, during marriage is always personal to himself, and is therefore not affected by the death of the wife. The wife is under no liability for them either during the marriage or, if she survive her husband, after it.

By 20 & 21 Vict. c. 85, s. 26, after a judicial separation the wife is, while so separated, considered as a *feme sole*, and her husband is not liable for her torts or contracts, provided that where on such separation alimony has been decreed to be paid to the wife, and the same is not duly paid by the husband, he is liable for necessaries supplied for her use.

A father is under no liability to provide for his children except under the Poor Law Acts, which require him to sustain them if he is of ability to do so, in order that they may not become a burthen on the parish (*Mortimore* v. *Wright*, 6 M. & W. 482), and he is not liable for their torts or contracts, unless, of course, he constitutes them his agents. A father may be criminally liable at common law for neglecting to provide his infant children while under his care with proper food and clothing, and 31 & 32 Vict. c. 122, s. 37, renders parents neglecting their children under fourteen years of age liable to punishment.

The liability, however, to prevent children from becoming a burthen to the parish under the poor laws is not peculiar to fathers, but extends to other relations, under 43 Eliz. c. 2, and the subsequent statutes. In the same way, also, the criminal liability for neglect of children is enforced on mothers as well as fathers, under 31 & 32 Vict. c. 122, and the common law liability not to neglect infant children who cannot take care of themselves extends to all those under whose care the infants are, whether parents, masters, or other persons.

In conclusion, it is hardly necessary to mention that neither a husband or father can be criminally liable for any unauthorised act of his wife or child.

RECENT DECISIONS.

EQUITY.

PAYMENT OF MORTGAGE—RESULTING CHARGE IN FAVOUR OF PERSON PAYING.

Crow v. *Pettingill*, V.C.S., 17 W. R., 364.

Where money is paid on a purchase effected by one person on account of another, the presumption is that the person who makes the payment or effects the purchase seeks in some way or other to reap the benefit of so doing; and hence it is that the presumption of a resulting trust is said to arise in favour of the person who pays the money. It is, however, nothing more than a presumption, being liable to be displaced at any moment by the production of evidence which may either convert the presumption of a resulting trust into an actual resulting trust enforceable in equity, or dispel it altogether and convert the transaction into a simple act of bounty towards the person on whose account the payment is made.

What is meant by the doctrine that a presumption of advancement arises where the purchase is made by a father in the name of his son, or under analogous circumstances, is no more than this, that in the absence of evidence to the contrary, the Court will assume an advancement to have been intended, just as where the parties are strangers, it will imply a resulting trust in favour of the purchaser; but in either case there is nothing more than the presumption in the first instance, which is liable in every case to be supported or rebutted by the balance of evidence. In fact, as the Vice-Chancellor said, it is now the settled law of the Court, that the relation of father and son is only a circumstance of evidence, and the same presumption may be raised by the evidence of circumstances, in other cases where the relation of father and son does not exist: *Sayre* v. *Hughes*, 16 W. R. 662. In the present case the son and heir apparent of his father, who knew that a will had been executed, whereby his father devised to him a certain estate, paid off, during his father's lifetime, a mortgage affecting such estate; and after his father's death the question arose which this suit was instituted to determine—namely, whether, upon the judicial interpretation of the circumstances, the mortgage was paid off by the son for his own benefit, or not. The Vice-Chancellor held that the presumption did arise, and was confirmed by the circumstances; so that the son's executrix (the son having died in the meantime) was held to be entitled to receive payment from his father's assets of the money advanced by the son in payment of the mortgage. Where a person pays off the mortgage debt of another, and takes no assignment of the security, an additional element comes into the question; namely, why, if he intended to benefit himself by doing so, did he omit to take an assignment of the mortgage? That, in many cases, might be an argument to show that no benefit was intended to be reserved. It is, however, a settled rule, that a tenant for life who pays off a mortgage affecting the inheritance, without keeping the security alive for his own benefit, is presumably entitled, nevertheless, to a charge upon the inheritance. We say presumably en-

titled, because evidence is admissible to prove the contrary; but, until evidence one way or the other is adduced, it will be held that, owing to the scantiness of his interest, he must have meant to retain the benefit of the security, and equity gives him what he is presumed to have meant to retain, and, as the Vice-Chancellor pointed out, the presumption is even stronger in a case like the present, where a person pays off a charge upon a property which he has every reason to believe must be his own some day, that he made the payment for his own benefit. But every case of this kind invariably depends upon the evidence of circumstances. Presumption of itself is nothing unless evidence be wholly wanting, or be equally balanced, and cases like the present, though each depends on its own circumstances, and no general rule can be laid down, serve to illustrate the principles by which the Court is guided in determining them.

Infants Settlement Act (18 & 19 Vict. c. 43).

Re Potter, V.C.M., 17 W. R. 347.

This is solely an enabling Act, to remedy the great inconveniences and disadvantages arising in consequence of persons who marry during minority being incapable of making binding settlements of their property. All that it effects is to enable minors not under twenty, if males, and not under seventeen, if females, to make, with the approbation of the Court, binding settlements of their property upon, and, as it seems, after marriage: *Re Hoare*, 11 W. R. 181. The fact that a settlement made in pursuance of this Act requires the sanction of the Court enables the Court to look into the propriety of the contemplated settlement, but not, as it seems, into the propriety of the marriage itself, unless in so far as it comes incidentally before the notice of the Court in the course of the inquiries usually directed upon the petition for the sanction of the Court. It is the better opinion that the presentation of the petition does not make the infant petitioner a ward of Court (*Re Dalton*, 4 W. R. 793, 6 D. M. G. 204); although the Vice-Chancellor Stuart seems to have thought upon one occasion that such a petition did put the minor in the position of a ward: *Re Strong*, 26 L. J. Ch. 64. The jurisdiction, then, of the Court upon petitions in the matter of this Act does not extend beyond the regulation of the settlements for which the sanction of the Court is sought; and, inasmuch as the presentation of such a petition indicates that the minor has older and wiser friends, who concern themselves about his or her welfare, there would seem to be no reason, especially as the process of making a ward of Court of a minor is so easy and expeditious, why the power of the Court should be increased in this respect. In the case which led to these remarks a minor possessed of some fortune had married without consent of her natural protector, and, as usual in those cases, without a settlement. The application, which we cannot help regarding as misconceived, was made behind her back, but in her name, by petition for a settlement of her property in the usual manner. It appeared, however, at the hearing of the petition, that she had not consented and did not then consent to the application, but was desirous to remain in the position of a woman with a fortune who marries a man without any, and without having all or any portion of it settled. Such a state of things was to be regretted, but the Court could not interfere. She was not a ward of Court, as we have already seen, and it would be beyond the equity of a statute enacted with the object expressed in the first sentence of these remarks to make a settlement of a minor's fortune against her will, especially when the marital right to reduce it into possession had arisen, even if it had not been exercised. The justification of the measure was sought in *Waltham* v. *Pemberton*, 1 De G. & Sm. 644, which however is an authority for no more than that in that particular case proceedings were permitted to continue which had been instituted in a married woman's name without her consent; but this case the Vice-Chancellor declined to follow as a precedent. As the proceedings—though misconceived—were to some extent justified by *Waltham* v. *Pemberton*, it may appear somewhat hard that the petitioner should have had to pay the entire costs upon the petition being dismissed.

Representative Suits.

Pawle's case, M.R., 17 W. R. 391.

What are called representative suits proceed in accordance with a well-known principle of equity, which discourages multiplicity of litigation; and the rule is the same, whether the plaintiff or the defendant be selected out of a number as their representative. As the Vice-Chancellor Wood said in *Bovill* v. *Crate*, L. R. 1 Eq. 391, which was a patent case—"After receiving information of case after case of infringment, the patentee might select that which he thought the best in order to try the question fairly, and proceed in that case . . . . . he might write at the same time to all the others who were *in simili casu*, and say to them, Are you willing to take this as notice to you that the present case is to determine yours? . . . If you do not object I shall file a bill against only one of you." In order that a suit thus instituted may be a truly representative one, it is necessary that there should be a definite understanding between the plaintiff and all the persons *in simili casu* with the defendant whom he has selected for his mark, that the result of the suit shall bind them all. A person who does not come into the arrangement is not bound by it; and if such a person be omitted from the arrangement, and proceedings be afterwards instituted against him, it is possible that, although the plaintiff's original proceedings may have been successful, his subsequent proceedings against such a person may not be so, owing to the defendant taking an objection to the suit on the ground of delay. Where, as in *Bovill* v. *Crate*, the plaintiff is one and the potential defendants are many, a plaintiff will not always forego his undoubted right of filing a separate bill against each of them, and so striking consternation into the camp of the enemy; but where the converse is the case, as in *Ross* v. *The Estates Investment Company*, and the only object is to obtain a cheap and expeditious determination of some question, the suit will be usually of a representative character. Lord Romilly, in *Pawle's case*, drew the distinction between a person who merely abides the result of proceedings by another, and a person who agrees to be bound by the result of such proceedings. In this case it happened that the interests of creditors were involved, the winding-up having commenced after the decree in *Ross* v. *The Estates Investment Company* was made. It was argued that an agreement by shareholders to abide the result of one application to the Court must be ineffective against creditors, who are entitled to rely on the register of shareholders, but the Court was of opinion that the general principle of representation was available, and that shareholders having agreed to be bound by the decision in the case of one of their number, were entitled as against creditors to claim the benefit of the decision equally with the person in whose favour (nominally) the decree was made, notwithstanding the winding-up had commenced. The decree in the suit, it will be remembered, was notice to the creditors, to whose case, therefore, *Okes* v. *Turquand*, 15 W. R. 1201, was not strictly applicable.

Creditors and Composition Deeds.

Re Wilde, Bkcy., 17 W. R. 368.

Remarks on decisions under the Bankruptcy Act, 1861, may seem uncalled for in prospect of the bill of this session, of which so much has been expected, becoming law; but we cannot avoid calling attention to the decision of Commissioner Bacon in this case, directing the registration of a composition deed to be cancelled where it appeared that the debtor's estate would produce a much larger composition than that which, under the deed, be-

came payable to the creditors. Composition deeds were never intended, but are often used to further the interest of the debtor, rather than the common interest of all the creditors. We refer the reader to the observations of Cockburn, C.J., in *Hart* v. *Smith*, 17 W. R. 158. Composition deeds were sanctioned by the Legislature in order to enable the creditors to manage and realise economically the estate, instead of having recourse to the necessarily expensive proceedings in bankruptcy. It was never intended that the debtor should hold out bankruptcy as a threat to induce the creditors, or the major portion of them, to accept a composition of less than the whole of the debtor's assets, or that he should create friendly creditors in order to obtain the requisite number of assents to bind the minority. Where it appears that the debtor is giving up less than the whole of his property under a composition deed inquiry will be made, and if a want of *bona fides* appears on the part of the assenting creditor the registration will be cancelled: *Re Deacon*, 17 W. R. 129. Too much stress cannot be laid on the law as laid down by the Lords Justices in *Re Cowen*, 15 W. R. 859, L. R. 2 Ch. 563, as to this. Creditors who execute the deed are bound by it. There can be no dispute as to this. But are dissentient creditors who do not execute the deed to be bound by the signature of the majority as the statute provides? Only, it would seem, where the deed is made *bonâ fide* for the interest of all the creditors alike without regard to the pecuniary benefit of the debtor. Where this is not the case, where there is a preference of some creditors over others, or where creditors are created for the purpose of assenting, or where actual creditors execute the deed, not with a view to their own benefit, but only out of benevolence to the debtor, and with a view to release him, such a deed does not bind the minority, and the registration will be cancelled.

Conditional Allotment of Shares.

Peek's Case, V.C.M., 17 W. R. 312; L.J., *ib.* 508.

In a recent case of much importance to allottees (we refer to *Pentelow's case*, 17 W. R. 267) there had been an application for shares in the ordinary way, followed by an allotment, not absolute, but expressed in a conditional form, by means of a secretary's letter, requiring the payment of £2 per share on or before a specified day. This letter the Lords Justices, affirming the Vice-Chancellor's decision, held to have introduced a new term into the contract to take the shares, and thus to have kept the contract open until determined one way or the other, either by the payment of the money or the passing of the specified day without the money being paid. Under these circumstances, corroborated by evidence which led to the conclusion that before the date which had been fixed by the letter of allotment both parties considered that no final or binding contract had been entered into, the Court held that Mr. Pentelow was justified in repudiating the contract before the day came on or before which the money was to be paid, upon circumstances then coming to his knowledge which would have justified him in repudiating the shares, if it were open to him to do so. The case, however, as the Lord Justice Giffard intimated, is one which goes to the extreme verge of the cases of this character, and it is obvious that relief ought to be given with extreme caution in cases of this description; indeed only where, if the allottee's object were to get on the register instead of to get off it, he would be unable to maintain a suit for specific performance. In the case now before us the prospectus stated that £1 per share must be paid on application and £4 per share on allotment. In reply to Mr. Peek's application, he having paid the deposit, he was informed that the directors had allotted him eighty shares, on which £4 per share, due on allotment, must be paid on or before a certain day. It was contended that the case was in substance the same as *Pentelow's case*, but the Lords Justices, affirming the Vice-Chancellor's decision, declined to take this view and declined to remove the name. We do not enter into the misrepresentations which were said to justify the repudiation, but taking the sole question to be that to which his Honour's judgment was addressed—namely, whether the allotment was absolute or conditional,—the distinction between *Pentelow's case* and *Peek's case* appears to be, that in the former the allotment was conditional on payment being made within ten days, in the latter unconditional with the payment on allotment deferred. In the former case payment within ten days was a condition precedent to the allotment being made, and if the money was not paid it would seem that the transaction would have been a nullity; in the latter case the allotment was absolute, coupled with a notice to the effect that the money, which in conformity with the terms of the prospectus then became due, need not be paid until a future day, a mere repetition of the original terms of the contract, with a trifling variation in favour of the allottee. We are disposed to lay no stress on the fact of the so-called condition in the latter case being for the allottee's benefit, as giving him a longer day for the payment of the money. If a contract is opened by the introduction of a new term, it is opened for both parties to it alike; and the circumstance of the new term being for the benefit of one party cannot, as it seems to us, do away with his right of retraction which arises upon the contract being opened. But in this case the contract was concluded by the letter of allotment, an offer and an acceptance being all that is needed to constitute a binding contract, and the name was consequently retained on the list. It is hardly necessary to add that if intimations like that appended to the letter of allotment were held to render the allotment conditional, it would hardly be possible in any case to establish a contract to take shares where anything is added to the simple words of allotment, whether as notice to the allottee or for any other purpose.

Liability of Past Members notwithstanding Subsequent Forfeiture of Shares.

Ex parte Bridger, V.C.S., 17 W. R. 68; L. J., *ib.* 216.

The effect of this decision of the Vice-Chancellor, which the Lords Justices have since affirmed, is this, that the liability of a past member to be placed on the list of contributories remains the same, when the shares held by him have been forfeited in the hands of a subsequent holder. The ground of this decision will be apparent if we consider what forfeiture really is. Forfeiture is not an absolute extinction of the shares forfeited, but only so far as the holder is concerned. By forfeiture all the shareholders' rights in respect of the shares so forfeited are forfeited to the company, and all his future liabilities extinguished, while his existing liabilities, as, for instance, the liability to pay calls in arrear, remain, as a rule, unaffected. Forfeiture is a punishment inflicted on the individual holder, and goes no further. The shares are not extinguished, but revert to the company. The holder's rights and liabilities in respect of them are extinguished thenceforward, it is true; but that is a very different matter from the absolute extinction of the shares themselves. Clearly, then, the personal misconduct of an individual, which leads to the forfeiture, has no retrospective operation. It certainly does not look forward and extinguish for ever the *quantum* of capital represented by the forfeited shares, which are, generally speaking, re-issuable, and often re-issued. Nor, on the other hand, can it look back and destroy the liability which the Legislature has imposed under certain circumstances on past members of companies. That liability is created by the mere fact of membership, and must subsist for the period limited by the Legislature, after membership has ceased, and cannot be qualified by the subsequent proceedings of the members' successors, whatever the consequences to the successors may be of their own proceedings.

COMMON LAW.

The Parliamentary Elections Act, 1868.

Pegler v. *Gurney and Hoare*, C.P., 17 W. R. 316; *Beal and Others* v. *Smith*, C.P., 17 W. R. 317; *Pease and Others* v. *Norwood and Clay*, C.P., 17 W. R. 320.

The Parliamentary Elections Act, 1868 (31 & 32 Vict. c. 125), gives to the Court of Common Pleas jurisdiction to decide all questions of law that may arise out of the proceedings of any election petition under this Act, and the three cases at the head of this notice have been decided by the Court upon the construction of different sections of the Act.

In *Pegler* v. *Gurney*, the question was as to the construction of section 49, which provides that "in reckoning time for the purposes of this Act, Sunday . . . shall be excluded." A petition under the Act must, in ordinary cases, be presented within twenty-one days after the return of the member to whose election the petition relates. In this case a petition had been presented within twenty-one consecutive week days, but not within twenty-one consecutive days, and it was argued that section 49 excludes Sunday from the computation of time only when it falls on the last day. The only argument in support of this contention appears to have been that the singular "Sunday," and not the plural "Sundays," is used in the section. The objection to the petition was overruled, and it was held that all Sundays are to be excluded in calculating the twenty-one days.

In *Beal* v. *Smith*, the point raised was as untenable as in *Pegler* v. *Gurney*. Willes, J., made an order at chambers that the petitioners should, three days before the trial, give particulars of all persons alleged to have been bribed, treated, and unduly influenced. A motion was made to obtain further particulars, or to strike the petition off the file, on the ground that it was informal in not giving such particulars. The Court refused to grant a rule nisi to have the point argued, as they considered that they ought not to interfere with the discretion of a judge at chambers, and that the form of the petition was satisfactory, although it contained no such particulars, because of the discretion which a judge at chambers has to order particulars.

Pease v. *Norwood* raised two questions of much greater difficulty. The first was as to the amount of security which should be given on a petition against two or more candidates. Section 22 provides that two or more candidates may be made respondents to the same petition and their case may be tried at the same time, "but for all the purposes of this Act such petition shall be deemed to be a separate petition against each respondent." Clauses 4 and 5 of section 6 provide that at the time of the presentation of the petition, or within three days afterwards, security shall be given by the petitioner, to an amount of £1,000 "either by recognizances to be entered into by any number of sureties not exceeding four, or by a deposit of money."

On the face of these enactments it is doubtful whether in the case of a joint petition the security should be for £1,000, or for £1,000 for each person petitioned against. The words of section 22 are very sweeping, and certainly appear at first sight to favour the view that security must be given on a joint petition to the same amount as if there had been a separate petition against each respondent. The arguments against this construction of the section were: First, that by the old practice of the House of Commons a single security was enough on a joint petition, and by section 26 "so far as the rules do not extend the principles, practice, and rules on which committees of the House of Commons have heretofore acted in dealing with election petitions shall be observed." Secondly, that the security was required only as a test of *bona fides*, and not as a full security for costs, and there was therefore no reason why the security should be increased on a joint petition. Thirdly that the "purposes" mentioned in section 22 refer to the ultimate object of the petition, and not to collateral proceedings such as giving security.

It was held on these grounds that £1,000 was sufficient security on a joint petition. Bovill, C.J., says "The purposes of the Act were to test the validity of election petitions; it may therefore well be that the separate character of the joint petition spoken of in section 22 refers to the effect of the *decision* of the tribunal on the petition. The security is a matter wholly collateral to the petition. It is not a part of it, or a proceeding in it. I therefore think that separate security is not required by section 22."

The second point raised in this case was as to the effect of the petitioners themselves being the sureties who had entered into the recognizance for the security of £1,000, as allowed by clause 5 of section 6. The sureties here were themselves petitioners, and a motion was made to take the recognizance off the file, as being wholly void under the statute. Two points were argued on this question—first, whether the petitioners were sufficient sureties, and secondly, if not, whether the recognizance was wholly void or only insufficient, and so only open to an objection which might be determined in the manner pointed out by section 9.

The Court appear to have had but little difficulty in deciding that the petitioners were not sufficient sureties, but they expressed considerable doubt as to the effect of the recognizances with such sureties. They held, however, that the recognizances were not void, as it did not appear upon their face that the sureties were the same persons as the petitioners, but that they were only insufficient within the meaning of section 8 of the Act, and that this insufficiency could be cured in the manner provided in section 9 for such cases.

Time for Performance of Contract where no Period is specified—Charterparty.

Ford v. *Cotesworth*, Q.B., 17 W. R. 282.

Considerable confusion is created in this case by the careless use of the words "reasonable time" and "usual time." In the majority of cases the time within which any particular kind of contract is "usually" performed is also a "reasonable" time for its performance. If, however, special circumstances exist the reasonable time may be either very much longer or very much shorter than that which is "usual." The confusion between these two expressions is very common, and is well illustrated by the judgment in this case, which also decides a point of law apparently not expressly decided before.

The action was by a shipowner against a charterer for not unloading within the proper time, and so detaining the plaintiff's vessel. The charterparty contained no provision as to the time within which the vessel should be discharged, and the delay complained of was a period of seven days, during which the vessel lay in port ready to continue the discharge, which had already commenced; but the defendant was unable to receive the goods in consequence of the authorities of the port having suspended all landing of goods.

This was the only delay in the unloading, and the question was whether the defendant was liable for it. It was clear that the delay was unusual, and therefore the defendant had not unloaded in the "usual" time, but there was also no doubt that the vessel was discharged in "reasonable" time, regard being had to all the surrounding circumstances, because there was no delay except that which could not have been prevented by any effort of the defendant.

The Court decided that the defendant was not liable because they construed the contract to be to discharge in reasonable and not in usual time, or, as the judgment puts it, that "each party shall use reasonable diligence in performing his part."

A distinction is drawn in the judgment between a contract to do "some particular act the performance of which depends entirely" on the person engaging to do it,

and a contract when "the act to be done is one in which both parties must concur," and it is here that the confusion of which we speak exists. In the former case the contract is in legal effect to "do the act within a reasonable time under the circumstances," in the latter "each contracts that he shall use reasonable diligence in performing his part." We venture to construe this to mean that in the former the contract is for the "usual," in the latter for a "reasonable," time. From other parts of the judgment this appears to be the meaning of the Court, but that meaning is not very clearly expressed in the passages we have quoted. It is not easy to perceive the difference between "a reasonable time under all the circumstances" and the time within which by "due diligence" the contract could have been performed. The obscurity arises from the use in the case first put of "reasonable" instead of "usual." This is something more than a mere verbal quibble; it is an inaccuracy of language which very often causes an inaccuracy of thought. The question of "reasonable" or "usual" time often has to be judicially considered, and the difficulty of understanding the cases upon the subject is caused to a great extent by the confusion which is allowed to exist in the use of these two words.

BILL OF LADING—INDORSEMENT "WITHOUT RECOURSE"—ASSENT OF MASTER TO TERMS OF INDORSEMENT.

Lewis v. *McKee*, Ex.Ch., 17 W. R. 325.

The Bills of Lading Act (18 & 19 Vict. c. 111) rendered bills of lading for the first time negotiable instruments, by providing that any indorsee of a bill of lading to whom the property in the goods therein mentioned shall pass by such indorsement shall have vested in him all rights of suit, and be subject to the same liabilities in respect of such goods as if the bill of lading had been made with himself.

The Act does not affect any right to claim freight against the original shipper, but the shipper may, of course, by any subsequent arrangement with the shipowner, contract that he shall be discharged from any liability to pay freight. This is not unfrequently done by means of an indorsement of the bill of lading "without recourse"—that is, an indorsement in special terms which provide that the shipowner is to deliver to certain persons on receiving payment of freight from them, and that the shipper is not to be liable for the freight in any event. If the shipowner choose to assent to this arrangement, the shipper is no longer under any liability to pay the freight; the shipowner having, by an express subsequent contract, discharged him from his former liability. The usual evidence that the shipowner has assented to an indorsement "without recourse" is that, with knowledge of all the terms of the indorsement, he delivers the goods as therein directed. Of course, the shipowner is not bound to deliver the goods on any special terms not contained in the bill of lading, but if he assents to any variation of the terms of the bill of lading he is bound by such variation.

In *Lewis* v. *McKee* the action was by a shipowner against a shipper of goods, under a bill of lading, for freight, and the defence was that the bill of lading had been indorsed "without recourse," and that the shipowner's agent, the master, had assented to the indorsement by delivering the goods to the indorsee. There was a conflict of evidence whether the indorsement was on the bill of lading when presented to the master, and the question in the case was as to the direction which ought to have been given to the jury. It was held that the jury were properly directed that it was immaterial whether the indorsement was on the bill or not when presented to the master, unless it came to his knowledge. That is, that the real question was did the master know of and assent to the indorsement; if not, the defendants remained liable.

It was argued for the defendants that if the indorsement was on the bill of lading the master could not be allowed to say that he had not seen it. That if he was so careless as not to read the indorsement, he was nevertheless bound by it, as he could not set up his own negligence as a defence. *The York &c. Railway Company* v. *Crisp*, 2 W. R. 428, and *Van Toll* v. *The Great Eastern Railway Company*, 10 W. R. 578, were cited in support of this contention; but the Court distinguished them from the present case, as in both of them "the written document was handed by one of the contracting parties to the other as part of the contract, expressing the terms upon which the parties were dealing; and under such circumstances that the party who received it could not but be aware, unless he negligently disregarded the document, by what terms the other party intended to bind himself." In each case also it was the plaintiff who had neglected to read the document, and he was therefore in "this dilemma,—either he accepts the terms of the contract without seeing what they are, or else there is no contract at all between the parties;" and the plaintiff admits by the action that there is a contract, and the contract therefore must be according to the written terms, as the defendant intended to be bound by them only.

In *Lewis* v. *McKee* no such question arose. The only admitted contract was the bill of lading. The question in dispute was not the terms of that contract, but whether in fact there had been a subsequent variation of its terms, which could not be made without the assent of the master, and it was for the defendant to prove such assent. The authority of these two cases is not in any way weakened by this decision; on the contrary, it is recognised, and it is said that the cases ought to be "rigidly adhered to and literally upheld."

The Court also carefully explain that if "*in the usual course of things* a bill of lading contained such terms as those which are suggested to have been present here," the decision might have been different, as then it might have been negligent on the part of the master not to ascertain whether the terms were there or not. As, however, such terms are not usually contained in indorsements of bills of lading, it was not *necessarily* negligent of the master to be ignorant whether or not a particular indorsement was in this form, and no evidence was given to show that the master had in fact been negligent.

INTERROGATORIES—TENDENCY TO CRIMINATE.

Villeboisnet v. *Tobin and Others*, C.P., 17 W. R. 322.

This is another decision on the much argued question whether interrogatories the answers to which may criminate the person interrogated may be administered, or whether such a tendency in the interrogatories is a sufficient objection to them. Several cases have been lately before the Courts in which this point has been in dispute, and the decisions are by no means uniform. The result, however, of *M'Fadzen* v. *The Mayor &c. of Liverpool* (16 W. R. 1212) and *Edmunds* v. *Greenwood* (17 W. R. 142), the two cases which immediately preceded *Villeboisnet* v. *Tobin*, appeared to be that it is no objection to interrogatories that they may criminate, but if the direct object is to criminate they will not be allowed. This view of the law is now further sanctioned by the decision in *Villeboisnet* v. *Tobin*, where it was held in an action for misrepresentations in a prospectus that interrogatories should not be allowed which inquired into the truth or falsehood of the alleged misrepresentations.

Montague Smith, J., says—"The only intelligible rule to be deduced from all the cases, including *Edmunds* v. *Greenwood*, seems to be that where interrogatories are *bonâ fide* put to elicit what is relevant to the issue they may be allowed, though the answers may tend to criminate, giving the party interrogated the option of answering or refusing to answer on that ground. But when interrogatories are so put the Court and the judge at chambers will require a stronger case and stronger reasons than in other cases. These interrogatories should not in ordinary cases be allowed on the ordinary affidavit

only, but special circumstances must be laid before the judge to induce him to allow them."

This judgment is quite in accordance with *Edmunds* v. *Greenwood*, and with the decisions which are cited and discussed in the considered judgment of the Court in that case. There seems to be no doubt that the law now is that interrogatories will not be allowed if their direct object is to criminate; but if they are put *bonâ fide* for the purpose of discovering matters relevant to the issue it is not a sufficient objection to them that they tend to criminate if there are any special reasons why such interrogatories should be allowed, and such reasons are properly brought before the judge at chambers on affidavit.

REVIEWS.

The Commentaries of Gaius on the Roman Law, with an English Translation and Annotations. By FREDERICK TOMKINS, Esq., M.A., D.C.L., and WILLIAM GEORGE LEMON, Esq., LL.D., of Lincoln's-inn, Barristers-at-Law. Part I., to be completed in two parts. London: Butterworths, 7 Fleet-street.

The appearance of an English edition of Gaius with a translation and notes will be welcomed by all who are interested in the study of Roman Law. Gaius, as is well known, lived and wrote probably (the date is not quite certain) in the second century, in the time of the Antonines, and in the age of the classical jurists. It was at this time that Roman law had just received its last development at the hands of the prætors, whose bold yet discriminating introduction of equitable principles into the *jus civile* produced so remarkable and beneficial an effect on the law they administered. The *edictum perpetuum* had been compiled by Salvius Julianus in the beginning of the same century, and the *jus honorarium* had then attained its full growth, and the subsequent alterations in the law were effected chiefly by *senatus consulta*, or other forms of legislation. Gaius, therefore, wrote precisely at the time when the law was in the state most interesting to modern students, and of all his works the Commentaries are probably the most valuable to us. They have also a peculiar historical interest, as they most likely formed the model on which the institutes of Justinian were based. Both are institutional treatises introductory to the study of the law, and both are arranged in the same way.

The manuscript of the Commentaries, long supposed to be lost, was discovered about fifty years ago by Niebuhr at Verona. Since then there have been several French and German editions and translations of the Commentaries, but until now there has been no English translation or annotated edition.

Messrs. Tomkins and Lemon have wisely adopted for their book the form so successfully applied by Ortolan to the Institutes of Justinian, and which Mr. Sandars has followed in his well-known edition of that treatise. The original and translation are printed in parallel columns, and each section is followed with notes when explanation is deemed necessary.

The authors have brought considerable learning and industry to the performance of their task, and have produced upon the whole a very useful work, and one which we doubt not will be fully appreciated. The subject of the notes is generally well chosen, and is carefully directed to the portions of the text which really require elucidation. The greatest fault in the work is a want of method and clearness in the notes that sometimes amounts to a serious blemish. For instance, in the note to the first paragraph of the text the terms *jus naturale*, *jus civile*, and *jus gentium* are discussed, but the two former only are explained there. The meaning of *jus gentium* is subsequently explained eight pages further on at the end of a long quotation from Maine's Ancient Law. Again, in explaining the meaning of "agnation," the principle of agnation is correctly stated, but in such a way that a student new to Roman law would almost certainly seek assistance elsewhere to help him to understand the theory. This want of clearness is observable throughout the volume, and it is also shown in a want of neatness and accuracy of expression which contrasts badly with the precision of the Latin legal terms. This is very apparent when "*possessio*" and "*dominium*" are treated of at p. 257, and at page 122 "tort," "delict," and "crime" are all used as if they were synonymous. There are some instance of carelessness which should have been avoided, as in the statement that "a man illegitimate in one country is so in another," which is far too wide a proposition, and is not supported by the reference given to Story's Confl. of Laws. It is curious also that there is hardly any reference to English law in the notes, although some of the principles of Roman law can be better explained by such reference than in any other way.

Although the mere literary merit of a book like this is of but little importance, we cannot altogether overlook the insertion of observations which are utterly irrelevant and out of place. At p. 60 the attitude of the Roman law towards slavery is contrasted favourably with the conduct of those who had the management of affairs in Jamaica during the late disturbances there. In the same way a reference to the Acts of the Apostles and another to the Hindoo law of marriage are dragged in very unnecessarily, while to express the idea that the king never dies, we are told that—"The physical, man or woman who sways the sceptre for the time being, passes away to the silent mausoleum of the dead, for death is impartial, but the king in his official capacity as Rex never dies." Some rather unusual words are also boldly used with but very little reason, such as "præterition" "right-generating fact" "congruent" "additine," &c. Notwithstanding these faults, however, the book is a useful addition to the scanty literature on Roman law in England. The translation is carefully executed, and there is a great deal of valuable information in the notes upon which considerable labour must have been bestowed, and most of the faults we have noticed might be got rid of in a second edition by a little judicious excision and arrangement. The authors have done a good service to the study of Roman law, and they deserve the thanks of those who take an interest in legal literature.

Questions on the Sixth Edition of Stephen's Commentaries. By JAMES STEPHEN. Butterworths. 1869.

Dr. Stephen's edition of Stephen's Blackstone is pre-eminently a book for students. It is useful, indeed, to all those who are engaged in legal pursuits, but its especial utility is to those who are desirous of acquiring a general theoretical acquaintance with the law before they are called upon to turn their knowledge to practical account. A newly-called barrister or a solicitor just admitted will find himself well equipped for professional life if he have mastered the contents of the four volumes of the commentaries, and to aid him in his task Dr. Stephen has published an appendix to the last edition, similar to that which has accompanied previous ones, consisting of a copious selection of questions on the text. With the aid of this convenient guide, a reader, however little he may previously have known of the subject, may succeed in impressing on his memory much that he has read. At the end of each question there is placed the page of the book where the answer will be found; and a glance at the questions will give a good idea of the almost encyclopædic character of the information conveyed by the book itself. If there is any fault to be found with them, it is that they are too special and too numerous. There are sometimes as many as five or six devoted to a single page. But although so much detail would not be suitable in an ordinary examination paper, it will be welcome for the purposes of self-examination.

THE BANKRUPTCY BILL.—The Birmingham Chamber of Commerce have resolved unanimously—"1. That imprisonment for debt ought not to be abolished. 2. That the future property of the bankrupt should be liable for the claims of his creditors until he has paid 20s., or has been discharged by a resolution of three-fourths in number and value of his creditors. And 3. That provisions similar to those of Mr. Moffatt's Act of last session should be adopted in reference to liquidation by arrangement."

PARLIAMENTARY CANDIDATES AND THEIR AGENTS.—Mr. A. R. Jelf, barrister-at-law, the referee in a dispute between a candidate for Parliamentary honours and a firm of local solicitors who acted as his agents, has decided against the former. The candidate offered one hundred guineas in full of all demands, alleging that the plaintiffs, by "rule of borough," were entitled to no more for their services. The plaintiffs made a demand of £401 14s. 8d. The arbitrator considered the charges fair and reasonable, and the defendant failing to prove the custom of payment in a lump sum of one hundred guineas, Mr. Jelf awarded £300 to the plaintiffs.

COURTS.

COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c., disposed of in Court in the week ending Thursday, April 22, 1869.

L. C.		L. J.		M. R.		V. C. S.		V. C. M.		V. C. J.	
AP.	AP. M.	AP.	AP. M.	C.	P.	C.	P.	C.	P.	C.	P.
2	0	4	5	19	20	17	26	8	29	17	33

MASTER OF THE ROLLS.

April 19.—*Horsley* v. *Cox.*

During the pendency of this case the junior counsel engaged in it was called within the bar, but remained as counsel in the matter after he had obtained silk. On his promotion another junior was employed. The question now was whether the costs of three counsel—viz., those of the original leader, those of the junior who was promoted, and those of the new junior—should be allowed.

L. Webb contended that upon several authorities the costs of the two counsel only should be sanctioned by the Court.

Southgate, Q.C., and *E. James*, said there were authorities on both views of the question, and urged that, under the circumstances, the costs of the three counsel should be allowed.

His LORDSHIP said he was of that opinion. It was but seldom such a state of things occurred; a new junior was indispensable, and of course the junior who had taken silk was properly retained.

VICE-CHANCELLOR MALINS.

April 16.—*Re Roberts.*

In this matter £1,200 (less £33 for costs) had been paid into court under the Trustee Relief Act, and the only question was whether it ought to have been so paid in, the alleged ground being that a claim had been made by general legatees under a will against the specific legatees of this fund. Incidentally it appeared that one of the specific legatees was a married woman, and it was contended that on that ground alone the trustees were warranted in paying the money into court. Lord Hatherley (when Vice-Chancellor) had so decided in *Re Swan*, 2 H. & M. 34.

Woodhouse, Owen, and *Willis* appeared on the petition.

The VICE-CHANCELLOR hoped that the case cited would be reconsidered, wishing it to be understood that he did not intend to follow it, and ordered the costs of all parties to be paid by the trustees, considering that the payment into court could not be justified.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner HOLROYD.)

April 21.—At a private sitting held before Mr. Registrar Phelps, a question arose whether an assignee (who had appointed a solicitor) could personally conduct an examination of the bankrupt, the solicitor being absent. The Registrar decided that although such a course was very inconsistent, still, as a matter of right, the assignee was entitled to examine the bankrupt.

Upon the matter being referred to the commissioner,

Peecham, on behalf of the bankrupt, contended that a suitor might either act in person or delegate authority to a solicitor, but that he could not act partly through a solicitor and partly in person.

His HONOUR held that the examination ought not to proceed, and adjourned the sitting for the attendance of the solicitor.

COUNTY COURTS.

LAMBETH.

(Before REGINALD CUST, Esq., Deputy Judge.)

April 20.—*Tyler* v. *Luff.*

This was a claim for wages by a domestic servant. She claimed for a month and a half, the time she had actually worked. The defence was that she had left suddenly in the middle of the month without giving notice, and that, therefore, she forfeited all wages that were due to her.

Mr. CUST, after consulting the registrar, said he understood that Mr. Pitt Taylor's ruling in such a case as this was that the servant was entitled to wages up to the time of leaving, and if the employer had suffered any damage in consequence of the servant leaving without notice he could bring an action against her for breach of contract. Sitting as he did for Mr. Taylor, he should follow that ruling without expressing an opinion of his own. The judgment would, therefore, be for the plaintiff for the amount claimed, but without costs, and the date of payment would be distant enough to enable defendant to have his action against the plaintiff tried before the money was paid out to her, so that it would be available for the payment of any damages he might recover.

APPOINTMENTS.

SIR BENJAMIN CHILLEY CAMPBELL PINE, Knt., has been gazetted as Governor and Commander-in-chief of the West India islands of Antigua, Montserrat, St. Christopher, Nevis, the Virgin Islands, and Dominica, with their dependencies. Governor Pine was educated at Trinity College, Cambridge, where he graduated B.A. in 1834, and M.A. in 1840. He was called to the Bar at Gray's-inn in April, 1841,* and in the same year was appointed Queen's Advocate at Sierra Leone. In 1848 he became acting governor of that settlement, and took an active part in the pacification of the Sherbro country where a civil war had raged for years. He was appointed Lieutenant-Governor of Natal, in South Africa, in 1849, and in 1851 received the thanks of her Majesty's Government for the measures he took to preserve peace in the colony during the Kaffir war. In 1855 he led a force of mounted volunteers against the Ambaca tribe, numbering 2,000 men, and completely enforced their submission. For this service he was knighted in the following year, when he was appointed Governor and Commander-in-Chief of the Gold Coast Settlements. He became Lieutenant-Governor of St. Christopher's, in the West Indies, in May, 1859, and in 1866 was appointed acting Governor of Antigua, in which office he has now been confirmed.

Mr. CHARLES FARQUHAR SHAND, Chief Justice of the island of Mauritius, has recently received the honour of knighthood by letters-patent. Sir Charles was born in 1812, and is the third son of the Rev. James Shand, minister of the parish of Marykirk, in Kincardineshire. He was educated at the universities of Aberdeen and Edinburgh, where he took academical honours every year, and repeatedly achieved the first place. He was admitted a member of the Scottish Faculty of Advocates in 1834, and rose to considerable eminence at the Scottish bar; for some years he held the office of Advocate Depute, and was Counsel to the Lords of the Treasury, and to the Commissioners of Woods and Forests in Scotland; and was also the author of a work on the "Practice of the Court of Session." During his residence at Edinburgh he was also chairman of the United Industrial and Ragged Schools, a director of the Philosophical Institution, and captain in the Edinburgh Volunteer Rifles. In May, 1860, he was appointed Chief Justice of the Supreme Court of the Mauritius, the salary of which is £2,000 per annum; he is is also judge and commissary of the Vice-Admiralty Court of the island, and receives certain fees as such. On being appointed to the Mauritius Bench, the University of Edinburgh conferred on him the degree of LL.D. Sir Charles Shand has effected various improvements in the practice of the Mauritius Courts, and has instituted a regular system of reports. He married, in 1850, Margaret, the second daughter of Colonel Lee Harvey, of Castle Temple, Renfrewshire.

Mr. ROBERT FRENCH SHERIFF, barrister-at-law, has been gazetted as one of her Majesty's Counsel for the island of Antigua, in the West Indies. Mr. Sheriff was called to the Bar at the Inner Temple in November, 1862.

Mr. DANIEL MCALPIN, solicitor, of Carlisle, has been elected Clerk to the Bench of Magistrates of that city in the

* Though knighted in 1856, Sir Benjamin's name still appears in the *Law List* as "Pine, B.C.C." This is an instance of those numerous inaccuracies with regard to official personages which abound in that publication.

room of Mr. W. Jackson, who has resigned, after holding the office for twenty-seven years, on being appointed to the managership of a local bank. Mr. McAlpin was certificated as an attorney in Easter Term, 1849.

Mr. THOMAS POUTING, solicitor, of Warminster, Wilts, has been appointed Registrar of the Warminster County Court, in the room of Mr. J. C. Fussell, deceased. Mr. Pouting took out his certificate as a solicitor in Michaelmas Term, 1863, and is the junior partner in the local firm of Chapman & Pouting.

Mr. S. E. COLLIS, solicitor, of Calcutta, has been appointed to officiate as Solicitor to the Government of India during the absence of Mr. R. F. Stack. This appointment takes effect from the date of the departure to Europe of Mr. Mirfield, who had been previously acting for Mr. Stack.

Mr. JOHN NESBITT MALLESON, of Austin-friars, has been appointed a Commissioner in England for taking the acknowledgments of married women in respect of property in India.

Mr. ALFRED ATKINSON POLLOCK, of Lincoln's-inn-fields, has been appointed a Commissioner in England for taking the acknowledgments of married women in respect of property in India.

Mr. EDWARD FREDERICK BURTON, of the firm of Chilton, Burton, Yeates, & Hart, of Chancery-lane, has been appointed a Commissioner in England for taking the acknowledgments of married women in respect of property in India.

Mr. CHARLES WILKIN, of Tokenhouse-yard, London, has been appointed a Commissioner in England for taking the acknowlegdments of married women in respect of property in India.

Mr. JOSEPH SPENCER JUDGE, of No. 44, Parliament-street, Westminster, has been appointed a Commissioner in England for taking the acknowledgments of married women in respect of property in India, in the room of Mr. Watkins, previously appointed, but who has since returned to India.

GENERAL CORRESPONDENCE.

SHERIFF'S OFFICERS.

Sir,—I shall be obliged if any of your readers can inform me if there is any law or order which prevents a sheriff's officer from practising as an auctioneer, so as to sell the goods and chattels of which he has possession under a process. I know it is not considered correct, and believe it is very rarely done, yet cannot find any actual law to prevent it. LEX.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

April 16.—*Railway Bills.*—On the motion of Lord Redesdale, it was resolved :—

"That in all cases in which railway bills of this session shall (in accordance with the provisions of the Act 31 and 32 Vict. c. 119) have been submitted to a meeting of the proprietors of any company in respect of additional powers conferred on such company, and shall have been approved at such meeting, it shall not be necessary to submit the bill to a meeting of such company to be held in accordance with Standing Order 185, unless any of the powers specified in such order shall have been inserted or materially altered in the House of Commons."

The *Colonial Prisoners Removal Bill* and the *Merchant Shipping* (*Colonial*) 1869 *Bill* were read a second time.

The *Salmon Fisheries* (*Ireland*) *Bill* was read a third time and passed.

April 19.—The Royal assent was given, by commission, to the following bills :—*Brazilian Slave Trade, Lord Napier's Salary, Mutiny, Marine Mutiny, Railway Companies Meetings,* and *East India Irrigation and Canal.*

The Duke of Argyll introduced a bill to alter the tenure by which members of the Council of India hold their offices. The bill was read a first time.

The *Governor-General of India Bill* and the *Naval Stores Bill* were read a third time and passed; and the *Colonial Prisoners' Removal Bill* and the *Merchant Shipping* (*Colonial*) 1869 *Bill* passed through committee.

April 20.—*Tenure* (*Ireland*) *Bill.*—On the motion of the Marquis of Clanricarde, and after some debate, this bill was read a second time.

The *Colonial Prisoners Removal Bill* and the *Merchant Shipping* (*Colonial*) 1869 *Bill* were read a third time and passed.

HOUSE OF COMMONS.

April 16.—*Metropolitan District Railway Bill.*—On the order of the day for the consideration of this bill,

Mr. Sheridan rose to move a clause calling upon the company to provide smoking compartments. The motion was carried by a majority of 8, the numbers being 175 to 167.

Judicature Commission.—Mr. Knatchbull-Hugesson brought up the report of the Judicature Commission, which was laid on the table.

Site of the New Law Courts.—Sir R. Palmer gave notice that on Tuesday next he should move as an amendment to the motion of the hon. member for Galway on the subject of the new Law Courts :—

'That in the opinion of this House it is desirable to proceed as soon as possible with the erection of the new Law Courts and the offices connected therewith on the site provided for that purpose by the Act 28 & 29 Vict. c. 49, and that if additional land be necessary for the proper erection of such courts and offices it ought to be acquired in immediate proximity to that site."

Sligo Election.—In reply to Lord C. Hamilton, Mr. Gladstone said that the Attorney-General for Ireland had moved for a commission of inquiry into the corrupt practices at Sligo, and it was quite evident that it was desirable the law should look upon intimidation as a corrupt practice. As to the sufficiency of the grounds laid down by Mr. Justice Keogh, there was no doubt that his report affords ample reason for the inquiry. But the House of Commons had no power to proceed except under the terms of the statute, and those terms do not allow the House to issue an inquiry into anything but into corrupt practices. The House have no power to explain what corrupt practices are ; that will be a subject for the Commissioners to consider. The law officers thought that intimidation ought undoubtedly to be a corrupt practice. There are many other practices, such as personation, which may be considered corrupt practices, and although popularly the name "corrupt practices" attaches only to bribery and treating, yet it is plain that according to common sense these others should be included. But the only position open to the House to take up was to say that if it should prove, according to the opinion of competent authorities, that upon the law as it stands corrupt practices do not include intimidation, then undoubtedly they ought to do so.

In reply to Mr. Sherriff, Mr. Knatchbull-Hugesson said the part of the report of the Judicature Commission laid on the table that evening was to be followed by a second part.

Bankruptcy.—In reply to Mr. Staveley Hill,

The Attorney-General said that he hoped in a few days to lay the repealing bill in bankruptcy on the table of the House.

The *Irish Church Bill.*—Clause 2 was carried by a majority of 123, the numbers being 344 to 221.

April 19.—*Metropolitan Railway Bill.*—On the consideration of this bill,

Mr. H. B. Sheridan moved the insertion, after clause 19, of the following clause:—"Notwithstanding any provision in the Regulation of Railways Act, 1868, the company shall provide smoking compartments of carriages for each class of passengers travelling by the said railway, or by trains worked by the said company."

The motion was lost by a majority of 21, the numbers being 188 to 167.

Irish Church Bill.—Clauses 3, 4, 5, 6, 7, 8 and 9 were postponed; clauses 10 and 11 were agreed to, and clauses 12, 13 and 14 carried.

Habitual Criminals Bill.—The second reading of this bill was postponed till the 31st of May, the first Monday after the Whitsun holidays.

The *Oyster and Mussel Fisheries Supplemental Bill* was read a second time and ordered to be referred to a Select Committee.

Court of Common Pleas County Palatine of Lancaster Bill.—This bill passed through committee.

April 20.—*Site of the New Law Courts.*—Mr. Gregory, after presenting a petition, signed by 7,460 persons in favour of placing the new Courts of Justice on the Thames Embankment, argued at great length in favour of the superior advantages of that site over the Carey-street site. He appealed to the House to redeem the national character, which was at stake in this matter, and, by assenting to the resolution he proposed, to save from desecration one of the finest and noblest sites in the world, and concluded by moving—"That, in the opinion of this House, it is desirable to re-consider the question of Carey-street as the site of the new Law Courts, inasmuch as the Thames Embankment, between the Temple and Somerset-house, now offers many advantages for the erection of such buildings."

Sir Roundell Palmer ridiculed the "dilettante gentlemen" in whose interest Mr. Gregory appeared to speak. He urged the superiority of the Carey-street site in situation and level, and maintained that the rival site was "*in nubibus*," and that the question had been fully considered when the Carey-street site was adopted. He concluded by moving the amendment of which he had given notice, as follows:—"To leave out all the words after 'desirable,' in order to add the words, 'to proceed as soon as possible with the erection of the new Law Courts and the offices connected therewith, upon the site appropriated for that purpose by the 'Act 28 & 29 Vict. c. 49, and that if additional land be necessary for the proper erection of such courts and offices, such additional land ought to be acquired in immediate proximity to that site.'"

Mr. B. Hope would support Mr. Gregory's motion if the whole subject was to be reconsidered.

Lord Bury, Mr. Tite and Mr. Locke supported the Embankment site, and Mr. Denman, Lord John Manners, Mr. G. Gregory, Mr. W. H. Cooper, and Mr. Wheelhouse the Carey-street site.

The Chancellor of the Exchequer pointed out that the original estimate of the total cost had been £1,500,000, but it now seemed likely to grow to £4,000,000. But, it might be reasonably asked, how is it that the sum said to be required for the purpose of carrying out the intention of the House has been growing from £1,500,000 to £3,350,000, with the probability that the latter sum may be still further increased by an indefinite amount. It was simply for the reason which the hon. and learned member for Richmond had been pressing upon the House, and upon which no lawyer will differ from him—namely, the desire that exists for concentrating the Courts and everything connected with them, however slight the connection may be, in the same building. As far as the mere concentration of the Courts and of their immediate offices, such as the judges' chambers, the masters' offices, the offices of the Chancellor and the Vice-Chancellors and others are concerned, he was willing to agree with him. He believed that if the desire for concentration were limited to those offices, or even to one third more, the original estimate would never have been exceeded. But, instead of being content with this reasonable proposal, what has happened? We have been seized with what he might call a sort of frenzy of concentration. We seem to think that we must concentrate everything. It has been said that the English are a people who have good ideas, but they never know when they have had enough of them. Having got this idea of concentration into our heads instead of being content with making a mere place for the administration of justice, we have set ourselves to work to build a sort of Tower of Babel which will be the centre of noise, tumult, and confusion, through which only an *habitue* will be able to make his way, and in which every specie of disorder is likely to prevail. Under these circumstances, he asked the House whether it is wise to multiply our difficulties by adding to the necessary offices immediately attached to the Law Courts a number of offices that are only remotely connected with them. It had been held out as a great fact that we are going to remove the Accountant-General's department—a department which is in reality a branch of the Bank of England—to the new building, and that we are going to remove under the same roof all the wills of all the testator's in England, because now and then a will forms the subject of litigation. These were only specimens of the absurd spirit of headlong extravagance upon this point that possesses us. So far from this system of concentration proving a convenience, he was satisfied that it would work most disadvantageously. It cannot facilitate the administration of justice to form a sort of gigantic Vanity Fair, in which everything is to be collected and piled up one on the top of the other. He asked the House to retrace its steps, and to go back to the more moderate and wiser views they held only four years ago. He went on to propose erecting such a building as he suggested on a site between the Embankment on the south, and Howard-street on the north. The site could be purchased for £600,000; and the buildings erected for £1,000,000. And the Carey-street site might in time be sold well.

The debate was adjourned on the understanding that the Government was to submit a definite scheme to the House with as little delay as possible.

Dublin Election.—Mr. O'Reilly moved an address to her Majesty for the appointment of Mr. Flanagan, Q.C., Mr. Hugh Law, Q.C., and Mr. Tandy, Q.C., as Commissioners to inquire into the corrupt practices at the city of Dublin election.

The motion was opposed, on the ground that Mr. Justice Keogh had reported corrupt practices to have prevailed only among a portion of the constituency, the freemen, and that the case was not, therefore, within the statute.

Mr. Collins, Mr. Hardy, Mr. S. Hill, Dr. Ball and Mr. Charley opposed the motion.

Mr. Sherlock, the Attorney-General for Ireland, Mr. Dease, and Sir G. Grey supported it.

On a division, the motion was carried by a majority of 72, the numbers being 192 to 120.

April 21.—*Marriage with Deceased Wife's Sister Bill.*—Mr. T. Chambers moved the second reading of this bill.

Mr. F. Egerton, Lord Bury, Sir G. Grey, and Mr. Bright supported the bill.

Mr. O'Reilly, Mr. B. Hope, and Mr. Coleridge opposed it.

On a division, the second reading was carried by a majority of 99, the numbers being 243 to 144.

FOREIGN TRIBUNALS & JURISPRUDENCE

AMERICA.

SUPREME COURT, NEW YORK.

Abram Fitch, et al., Appellants, v. *Adrastus Snedaker, Respondent.*

WOODRUFF, J.—On the 14th of October, 1859, the defendant caused a notice to be published, offering a reward of two hundred dols. "to any person or persons who will give such information as shall lead to the apprehension and conviction of the person or persons guilty of the murder of a certain unknown female."

On the 15th day of October, before the plaintiffs had seen or heard of the offer of this reward, one Fee was arrested and put in gaol; and though not in terms so stated, the case warrants the inference, that by means of the evidence given by the plaintiffs on his trial, and their efforts to procure testimony, Fee was convicted.

This action is brought to recover the reward so offered. On the trial, the plaintiffs proved the publication of the notice, and then proposed to prove that they gave information before the notice was known to them which led to the arrest of Fee. This evidence was excluded. The plaintiffs then offered to prove that, with a view to this reward, they spent time and money, made disclosures to the district attorney, to the grand jury, and to the Court on the trial, after Fee was in jail, and that without their effort, evidence, and exertion, no indictment or conviction could have been had. This evidence was excluded.

The Court thereupon directed a nonsuit.

It is entirely clear that in order to entitle any person to the reward offered in this case he must give such information as led to both apprehension and conviction; that is, both must happen, and happen as a consequence of the information given. No person could claim the reward whose information caused the apprehension, unless conviction followed; both are conditions precedent. No one could therefore claim the reward who gave no information whatever until after the apprehension, although the information he afterwards gave was the evidence upon which conviction was had, and however clear it may be that had

the information been concealed or suppressed there could have been no conviction.

This is according to the plain terms of the offer of a reward, and is held in *Jones* v. *The Phœnix Bank* (8 N. Y. Rep. 228); *Thatcher* v. *England* (3 Com. Bench R. 254). In the last case it was distinctly held that, under an offer of reward payable "on recovery of property stolen, and conviction of the offender," a person who was active in arresting the thief, and finding and restoring part of the stolen property, giving information to the magistrates, tracing to London other of the property, and producing pawnbrokers with whom the prisoner had pledged it; and who incurred much trouble and expense in bringing together witnesses for the prosecution, was not entitled to the reward, as it appeared that another person gave the first information as to the party commiting the robbery.

In the present case the plaintiff, after the advertisement of the defendant's offer of reward came to his knowledge, did nothing toward procuring the arrest, nor which led thereto, for at that time Fee had already been arrested.

The cases above referred to therefore establish that if no information came from the plaintiffs which led to the arrest of Fee, the plaintiffs are not entitled to recover, however much the information they subsequently gave and the efforts they made to procure evidence may have contributed or even have caused his conviction; and therefore evidence that it was their efforts and information which led to his conviction was wholly immaterial, if they did not prove that they had given information which led to his apprehension, and was properly rejected.

The question in this case is single; a murderer having been arrested and imprisoned in consequence of information given by the plaintiff before he is aware that a reward is offered for such apprehension, is he entitled to claim the reward in case conviction follows?

The ruling on the trial, excluding all evidence of information given by the plaintiffs before they heard of this reward, necessarily answers this question in the negative.

The case of *Williams* v. *Carwardine*, 4 Barn. & Ald 621, and same case at the assizes, 5 Car. & P. 566, holds that a person who gives information according to the terms of an offered reward is entitled to the money, although it distinctly appeared that the informer had suppressed the information for five months, and was led to inform not by the promised reward, but by other motives.

The Court said the plaintiff had proved performance of the condition upon which the money was payable, and that established her title: that the Court could not look into her motives. It does not appear by the report of this case whether or not the plaintiff had ever seen the notice or handbill posted by the defendant, offering the reward; it does not therefore reach the precise point involved in the present appeal.

I perceive, however, no reason for applying to an offer of reward for the apprehension of a criminal any other rule than one applicable to any other offer by one, accepted and acted upon by another, and so relied upon as constituting a contract.

The form of action in all such cases is assumpsit. The defendant is proceeded against as upon his contract to pay, and the first question is, was there a contract between the parties?

To the existence of a contract there must be mutual assent, or, in another form, offer, and consent to the offer. The *motive* inducing consent may be immaterial, but the consent is vital; without that there is no contract.

How, then, can there be consent or assent to that of which the party has never heard? On the 15th day of October, 1859, the murderer Fee had, in consequence of information given by the plaintiffs, been apprehended and lodged in gaol. But the plaintiffs did not, in giving that information, manifest any assent to the defendant's offer, nor act in any sense in reliance thereon; they did not know of its existence.

The information was voluntary, and in every sense (material to this case) gratuitous. The offer could only operate upon the plaintiffs after they heard of it. It was prospective—to those who will in the future give information, &c. An offer cannot become a contract unless acted upon or assented to. Such is the elementary rule in defining what is essential to a contract. (Chitty on Conts., 5th Am Ed. Perkins' notes, p. 10, notes a and 2, and cases cited.)

Nothing was here done to procure or lead to Fee's apprehension in view of this reward. Indeed, if we were at liberty to look at the evidence on the first trial, it would appear that Fee was arrested before the defendant offered the reward. I think the evidence was properly excluded, and the nonsuit necessarily followed.

The judgment should be affirmed.

SUPREME COURT, PENNSYLVANIA.

Pittsburgh, Fort Wayne, and Chicago Railway Company v. *Shaeffer et al.*

Mere forbearance by a creditor to the principal debtor, however prejudicial it may be to the surety, will not have the effect of discharging him from his liability.

The case of the sureties of a railroad officer, charged with the receipt and disbursement of money, is within the rule; and the company is not bound to dismiss the officer as soon as any default becomes known, and to give notice to the sureties that they may take measures to secure themselves by proceedings against the principal.

Where an officer of a corporation violates his duty, knowledge on the part of other officers of the corporation of the default, or even connivance in it, does not discharge the sureties.

Error to the District Court of Alleghany county.

W. H. and *Jas. Lowrie*, for the plaintiffs in error.

Acheson and *Keothen*, for the defendants.

The opinion of the Court was delivered by

SHARSWOOD, J.—The rule is well settled that mere forbearance by the creditor to the principal debtor, however prejudicial it may be to the surety, will not have the effect of discharging him from his liability: *United States* v. *Simpson*, 3 Penna. Rep. 437. That this is the general principle was admitted by the learned judge in the court below, but he thought that the sureties of a railroad officer, charged with the receipt and disbursement of various sums of money, formed an exception, and that in such a case it was the duty of the company to dismiss the officer as soon as any default became known, and to give notice to his sureties in order that they might take measures to secure themselves by proceeding against the principal.

But no authorities are to be found in the books sustaining any such distinction. On the contrary, in regard to the sureties of the officers of government, whose duties in receiving and disbursing money are of the same varied character, it has been invariably held that they are not discharged by such indulgence. *The United States* v. *Kirkpatrick*, 9 Wheat. 720, was the case of a collector of direct taxes and internal duties. "It is admitted," said Mr. Justice Story, "that mere *laches*, unaccompanied with fraud, forms no discharge of a contract of this nature between private individuals. Such is the clear result of the authorities. Why, then, should a more rigid principle be applied to the Government—a principle which is at war with the general indulgence allowed to its rights, which are ordinarily protected from the bars arising from length of time and negligence? It is said that the laws require that settlement should be made at short and stated periods; and that the sureties have a right to look to this as their security. But these provisions of the law are created by the Government for its own security and protection, and to regulate the conduct of its own officers. They are merely directory to such officers, and constitute no part of the contract with the surety. The surety may place confidence in the agents of the Government, and rely on their fidelity in office; but he has the same means of judgment as the Government itself, and the latter does not undertake to guarantee such fidelity."

This principle was reconsidered and re-affirmed in *The United States* v. *Vanzandt*, 11 Wheat. 184, where it was held that the omission of the proper officer to recall a delinquent paymaster contrary to the express injunction of an Act of Congress, did not discharge the surety: *The Commonwealth* v. *Brice*, 10 Harris, 211.

The reasons so clearly stated by Judge Story in regard to officers of government apply with equal force to the officers of corporations. Corporations can only act by officers and agents. They do not guarantee to the sureties of one officer the fidelity of the others. The rules and regulations which they may establish in regard to periodical returns and payments are for their own security, and not for the benefit of the sureties. The sureties, by executing the bond, became responsible for the fidelity of their principal. It is no collateral engagement into which they

enter, dependent on some contingency or condition different from the engagement of their principal. They become joint obligors with him in the same bond and with the same condition underwritten. The fact that there were other unfaithful officers and agents of the corporation, who knew and connived at his infidelity, ought not in reason, and does not in law or equity, relieve them from the responsibility for him. They undertake that he shall be honest, though all around him are rogues. Were the rule different, by a conspiracy between the officers of a bank or other moneyed institution, all their sureties might be discharged. It is impossible that a doctrine leading to such consequences should be sound. In a suit by a bank against a surety on the cashier's bond, a plea that the cashier's defalcation was known to and connived at by the officers of the bank, was held to be no defence: *Taylor* v. *Bank of Kentucky*, 2 J. J. Marsh. 564.

But it is urged that in this case the rules and regulations of the railway company were expressly made a part of the contract with the sureties. The condition of the bond in suit was that the said Charles A. Shaeffer "shall, with care and diligence, faithfully discharge the duties devolving upon him as cashier, as required by the present rules and regulations of said Pittsburgh, Fort Wayne, and Chicago Railway Company (a copy of which he acknowledged to have received) hereby adopted, and by such other rules and regulations as said company may hereafter adopt, and shall promptly obey all orders that may be issued by said company, or by their duly appointed officers or agents." Even giving to the words "hereby adopted," which are plainly, however, a mere clerical error for "heretofore adopted," all the force attributed to them, it is not easy to see how it helps the sureties. One of these rules, and the one principally relied on by the defendants, was that "they (the cashiers) shall make a monthly return to the auditor on or before the 10th of each month, in manner and form prescribed. Shaeffer failed to make such returns as is alleged. His failure was a breach of the condition of the bond. It is not provided in the rules that on his default in making returns he shall be immediately dismissed and the sureties notified of his default. Admitting that such a rule would have been part of the contract, the absence of it leaves the case bare of any legal or equitable ground of defence. It was clearly not the duty of the company to give notice to the sureties of the principal's failures to make returns: *Orme* v. *Young*, 1 Holt N. P. 84.

There was nothing in this case but simple indulgence and forbearance, and that under circumstances which were not such as to call for any extraordinary diligence. Whatever may have been the discrepances between Shaeffer's cash-book and his returns, the account which is annexed to the plaintiff's paper-book shows that the balances due by him, according to the ledger, varied from month to month—from May to October, 1864—when he was notified of his discharge. In June it was 5,270 dols. 59c.; but in August only 2,110 dols. 83c., and in September 3,101 dols. 83c. The balance found in his hands at the close of his last month (October) was 13,891 dols. 27c.; showing, by substracting from it the September balance, that his default in that month alone was 10,789 dols. 44c. This may have been the result of previous defaults brought into that month's account; but, supposing the directors to have had access to these returns and accounts, and that it was their duty to scrutinize them, what was there to fasten on them the charge of negligence, even so far as the company—whose interests, and not those of Shaeffer's securities, they were bound to consult—was concerned? I confess myself unable to discover it.

Judgment reversed, and venire facias de novo *awarded.*

OBITUARY.

THE HON. W. C. DOBBS.

We have to record the death of the Hon. William Cary Dobbs, one of the judges of the Landed Estates Court in Ireland, who expired at Wimpole-street, London, on the 15th April. The deceased judge was the only son of the late Rev. Robert Dobbs, of Ashfield, co. Antrim, by Wilhelmina Josepha, youngest daughter of the Rev. William Bristow, D.D., Rector of Belfast. His grandfather was the late Conway Richard Dobbs, who was M.P., for Carrickfergus in the Irish Parliament before the legislative union of England and Ireland. Judge Dobbs was born at Belfast in 1806, and was therefore in his sixty-third years; he was educated at Trinity College, Cambridge, where he took a wrangler's degree (B.A.) in 1827, and graduated M.A. in 1830. He was called to the Bar in Ireland in Trinity Term, 1833, and was appointed Crown Prosecutor for Drogheda and Dundalk, on the North-eastern Circuit in Ireland, in July, 1851. Mr. Dobbs was created a Queen's Counsel in 1858, and represented Carrickfergus in the British Parliament from April, 1857, till April, 1859, when he was appointed a Judge of the Landed Estates Court in Ireland, during the viceroyalty of the Earl of Eglinton. In politics he was a Conservative. The late judge married, in 1834, Elinor Jones, eldest daughter of the late Henry Sheares Westropp, Esq., of Richmond Villa, Limerick, by whom he had one son and two daughters.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

The question for discussion at the meeting of this society, held at the Law Institution, Chancery-lane, on Tuesday evening last, was—"The board of waywardens of a district constituted under 25 & 26 Vict. c. 61, negligently permit a highway in their district to be out of repair, and by reason thereof A. sustains serious injury. Is the board liable to A. in damages?" Mr. Lane opened in the affirmative, and the society so decided by a majority of four votes. Two gentlemen were proposed as members.

IMPRISONMENT FOR DEBT BILL.

OBSERVATIONS OF THE INCORPORATED LAW SOCIETY OF LIVERPOOL UPON THE BILL.

The Society, before entering upon the consideration of the bill itself for the abolition of imprisonment for debt, desire to express the following conclusions with respect to the principle on which the bill is founded:—

(1.) That the laws of debtor and creditor, including the distribution of the estates of deceased insolvents, ought to be considered as a whole and not dealt with piecemeal by separate bills.

(2.) That the law of debtor and creditor ought, in the first instance, to be carefully considered under a Royal Commission, and the requisite amendments thought out by competent and well-known persons who would be responsible to the public for their opinions.

(3.) That all such bills, and all the orders of court to be made in pursuance of the same, ought to be laid before the public for a sufficient length of time to ensure their receiving ample consideration from the profession and the public before being brought into Parliament.

But assuming that the law is to be dealt with in the mode proposed by the bills now before the House of Commons, and that it is determined, as a foregone conclusion, that imprisonment for debt is to be abolished, the committee are of opinion as follows:—

(*a*) That no exceptions from the complete abolition of imprisonment for debt, such as are proposed in sections 5 and 6, ought to be made, save in respect of fines and penalties inflicted either in criminal cases or for contempt of court; the exceptions set out in the bill being open to the objection of being contradictory to the principle propounded by the bill without sufficiently substantial reasons.

(*b*) That the present power of arresting on *capias* or under the Absconding Debtors Act should not be limited as is proposed in section 7.

The sixteen penal clauses included under section 10 of the bill properly belong to the Bankruptcy Bill, and cannot satisfactorily be dealt with apart from that bill.

These clauses, whilst following tolerably closely the language of the existing law, introduce some changes of grave importance.

Modern legislation has introduced a new class of crimes relating to the conduct of mercantile men, trustees, and others. The necessity for such legislation is supposed to be proved by the prevalence of mercantile frauds. But, in legislating for the cure of prevalent evils, great care ought to be taken lest greater evils be produced.

The ordinary class of offences which are punishable as crimes usually involve no nice questions as to the intention of the perpetrator, though as a matter of law the

question of intent always enters into the proof of the crime; for example, killing a man may, according to the intent, be murder, or it may be reduced to manslaughter, or even to justifiable homicide.

In the case of the majority of crimes against property, such as highway robbery, burglary, &c., the criminal intent is generally so clearly to be gathered from the evidence that the question of intent is seldom raised in practice, but it is none the less true that the criminal intent is always an essential element in the legal offence.

A more complicated state of society has induced the Legislature to create by statute a class of offences against property not known to the common law. For example—"Embezzlement."

"Embezzlement" is not, however, defined by statute; but by judicial decisions which show that the *guilty intent* to appropriate the property of another is an essential element in the offence.

The crime of embezzlement has been gradually extended under the same or other names, so as to embrace embezzlements or frauds by trustees and others, not included in the earlier enactments. In all such offences, however, the guilty intent is still, by express enactment or by intendment of the law, a necessary condition.

The complicated relations of modern society, however, require that there should be certain offences which may be called artificial offences or *mala prohibita*, such, for example, as taking out dogs unmuzzled, leaving goods on dock quays beyond a specified time, and other offences against bye-laws, yet all such offences are punishable only by a pecuniary fine, and are broadly distinguished by the law from offences which are *mala in se*.

The existing bankruptcy law, whilst creating a number of special offences, still follows in the old track, for section 221 of the Bankruptcy Act, 1861, whilst defining eleven offences which it makes misdemeanours, commences thus—"any bankrupt who shall do any of the acts or things following, *with intent to defraud or defeat the rights of his creditors*, shall be guilty of a misdemeanour," &c.

The bill now before the House of Commons proposes to make an entire change in this principle, and to create misdemeanours punishable by two years' imprisonment with hard labour, in proof of which it will not be necessary to show guilty intent.

The same alteration of the principle of the law, it must be observed, is to be found in several other of the recent Bankruptcy Bills which have not become law. It is, however, a matter of very serious consideration whether such an alteration of the principles of the English criminal law is desirable.

At present the English criminal law involves the following principles—first, That every man is presumed to be innocent until he can be proved to be guilty; secondly, That no man can be required to criminate himself.

If the bill now under consideration pass into law both these principles will be violated; and we think that so important an exception to the policy of our criminal law ought not to be adopted without a full reconsideration of the whole law of evidence in criminal cases.

A few examples of this remark will suffice.

The first, second, and third offences under the 10th section of the bill are almost word for word the same offences as are included under the 2nd clause of section 221 of the Act of 1861, with the important exception that the present bill omits the words which, in the preliminary part of the section of the Act of 1861, make the intent to defraud or defeat the rights of his creditors an essential element of proof in all the offences under that section.

It is no doubt true that the proof of intent is sometimes difficult, and that guilty persons get off owing to that difficulty, and that the judges of the land insist upon submitting to the jury the question of intent, and that such rigid administration of justice is at times thought to be over nice. But surely Parliament ought to pause and consider carefully the consequences before they overrule by legislation a principle so deeply seated in the very nature of our laws, that all judges sitting in criminal courts have from time immemorial acted upon it.

We know the evils of our present criminal law, that criminals occasionally escape, and that there are many offences against the moral law, such as adultery, seduction, deceit, and the like, which are not punishable as crimes—but do we sufficiently appreciate the benefits of the same system? Ought we not to remember that the administration of criminal justice in this country is absolutely pure and above reproach, and that putting aside some morbid sentimentalism peculiar to a very limited number of individuals, there is absolutely no sympathy with convicted criminals? Are not these blessings worth preserving to us at some very considerable sacrifice, and ought we not to consider that the dicta of a long line of eminent judges interpreting the criminal law of the land, should have some moral weight, as showing what ought to be, as well as what is, the law? It is a saying, that the law rests in the breast of the judges, and knowing as we do the character of the trained and impartial intellects that are brought to bear on our laws, and whose decisions on totally new points sometimes strike the heart and the conscience of the nation with an instant conviction of the correctness of the principles laid down, ought we to depart, without mature consideration, from a principle which pervades all judicial decisions on points of criminal law from the commencement of our national history to the present time?

An examination of the new offences created by the bill in question does not tend to diminish the difficulty which might be felt in making so important a change.

The first three offences which may subject a bankrupt to two years' imprisonment with hard labour, are

"If he does not, to the best of his knowledge and belief, fully and truly discover to the trustee or other person administering his estate for the benefit of his creditors all his property, real and personal, and how, and to whom, and for what consideration, and when he disposed of any part thereof, except such part as has been disposed of in the ordinary way of his trade (if any), or laid out in the ordinary expense of his family:

"If he does not deliver up to such trustee or person, or as he directs, all such part of his real and personal property as is in his custody or under his control, and which he is required by law to deliver up:

"If he does not deliver up to such trustee or person, or as he directs, all books, documents, papers, and writings in his custody or under his control relating to his property or affairs."

Let it be imagined that a bankrupt had, by accident or otherwise, without any fraudulent intention whatever, omitted to deliver up some trifling memorandum book, the whole of the information contained in which was also comprised in other books which he had duly delivered up, he would clearly be guilty of a misdemeanour under clause 3, and if indicted must necessarily be found guilty. That he would be sentenced to a merely nominal punishment we all believe, but in so believing we rely upon the good sense and high principle of the judges for remedying the defects of our legislation. And the lightness of the punishment would only be an alleviation of, not a cure for, the evil; the stain of the conviction would remain, though unaccompanied by the smallest amount of moral guilt.

It is of no avail to say that persons innocent of moral guilt would not be prosecuted. Practitioners know that that is not so, and that innocent persons are, even under the present state of the law, prosecuted, or threatened to be prosecuted, from altogether corrupt motives, and with a view of gaining some object totally unconnected with the ostensible ground of the prosecution.

If such enactments as these were to become the law, it cannot be but that the public sense of justice would be violated, and that the reverence for the law of the land, as never inflicting any punishment not sanctioned by the moral law, would be gone.

The next clause of the bill, however, introduces a still greater novelty in criminal jurisprudence. Clause 4 is as follows:—

"If after the commencement of the bankruptcy or liquidation, or within four months *next before* such commencement, he conceals any part of his property, to the value of ten pounds or upwards, or conceals any debt due to or from him, unless he proves that he did not do so with intent to defraud."

That is,—whilst the technical proof of the offence, which by the very language of the section itself may coexist with the absence of any intention to defraud, is sufficient of itself, if uncontradicted, to procure a conviction, it is left open to the prisoner to clear himself by the proof "that he did not do so with intent to defraud." The 6th, 8th, 9th, 10th, 14th, and 15th offences under the same section, and the offences created by section 11, are similarly qualified.

The full effect of these clauses can only be arrived at by considering them in connection with section 17, which permits the accused, if he think fit, to be sworn and give evidence as a witness.

At present no person charged with a criminal offence is permitted to give evidence in his own favour, so that his silence is not looked upon as an admission of guilt; but being presumed to be innocent till he is proved to be guilty, his guilt requires to be strictly proved. If an accused person is allowed to give evidence in his own favour, it is clear that if he does not avail himself of the option it will be assumed that his silence can only be accounted for on the assumption that the case against him is unanswerable. Therefore, wherever the examination of a prisoner is permitted, it would be just as correct to say that it is required; and if a prisoner is examined on his own behalf, he must of course be open to be cross examined on behalf of the prosecution, and as everything he may say will of necessity be evidence against himself, the skill of the counsel for the prosecution, will, in practice, be pitted against the prisoner with the object of inducing him to convict himself.

It is obvious, therefore, that these enactments would, if passed into law, inaugurate an entire change in both the practice and the principles of the criminal law, and must ultimately end in something very nearly approaching the French system.

It may be desirable, and it has been often contended that it is desirable, that a prisoner at the bar should be allowed to give evidence in his own favour, inasmuch as he only can properly explain the motives of his own acts. It is out of place here to argue whether this is so or not, but it is indisputable that the change, if made at all, is one of the most vital importance to the administration of justice, and that it is just as applicable to all other offences as to offences under the Bankruptcy Laws; therefore it necessarily follows that it is totally inadmissible to slip in such a provision, by a sort of side wind, in a bill for the abolition of imprisonment for debt.

By way of doing impartial justice, however, the bill metes out the same measure to creditors as to debtors; for section 12 subjects a creditor, who wilfully makes any false claim, or any proof, declaration, or statement of account, which is untrue in any material particular, to imprisonment for one year, with or without hard labour.

It is difficult to say what the word "wilfully" in this section may mean. It is obvious that the misstatement is not criminal, if not made with intent to defraud. But wilfully may mean only knowingly, that is to say that the error was not a mere mistake; if it is to mean more than that, it must mean with wilful intention to do wrong, that is to defraud, and if that be the meaning, why not say so in words to which we are accustomed, and of which we know the legal effect?

The society purposely abstain from entering upon any criticism of the details of the bill beyond what bears upon the general propositions with which they commenced. What they seek to show is, not how the bill can be amended, but that it ought not to be allowed to pass at all, until the subject, or rather the subjects, with which it deals (since, as has been shown, it not only affects the law of debtor and creditor, but also makes a most vital alteration in the criminal law) have been much more carefully considered than it is evident they have been.

JOHN YATES, President.

Liverpool, 15th April, 1869.

THE LATE MR. DRUCE, Q.C.

To the Editor of the *Times*.

Sir,—Will you permit me to record in your columns an earnest tribute of affectionate regret to the memory of my former pupil and constant friend, Mr. George Druce, Q.C., who by a lamentable accident has been cut off in the prime of a prosperous and useful life? A short notice of him from me will, I hope, be grateful to the afflicted parents who survive him, to his numerous relatives, and to his large circle of friends.

When I became Head Master of Shrewsbury School, in 1836, I found George Druce in the first remove of the fifth form, with the present Archbishop of York, Colonel R. Phayre, and others who have taken distinguished rank in public life. At the examination he did not succeed in filling one of the vacancies in the sixth form. On the next occasion he came in at the head of the candidates, and from that time rose without any drawback to the second place in the school, the first being held by the late Head Master of King Edward's School, Birmingham, Dr. E. H. Gifford. Mr. G. Druce proceeded in 1839 to St. Peter's College, Cambridge, where he was most fortunate in having the tuition and friendship of two excellent and able men—Dr. Cookson, now Master of the College, and Archdeacon Freeman, then its classical tutor. To the former gentleman he owed the valuable advice and assistance which enabled him to take the mathematical rank of Senior Optime; while the latter generously resigned his own fellowship before the necessary time that the college might not, by its rule of superannuation, lose the advantages of having Mr. Druce among its Fellows. Mr. George Druce, besides two Porson prizes, gained a place as the senior bracket of the Classical Tripos with his schoolfellow Mr. Gifford, as well as the second chancellor's medal.

I wish to state, for the example and encouragement of young men, what I believe and have often declared to be the cause of Mr. G. Druce's rapid and decided success. He always had a clear and full conception of his immediate purpose; to that purpose he directed all the powers of a strong will and a strong mind. Thus, he knew what he wanted and he achieved it. He was a capital batter at cricket and a capital fives-player. These games gave him all the exercise and recreation he wanted, so he left boating alone. It was the same in more important matters. A place in the sixth form, a place near the head of the school, school prizes, university distinction, a senior optime's rank, a fellowship, legal knowledge, skill, and practice—all these were in their turn his object, and he gained all by the application of sound abilities to the work required. In his profession he certainly had the great advantage of legal connexions—that is, of a good start; but everybody knows that without the personal merits of ability and energy this advantage would not have raised him to the highest grade of practice at the Chancery Bar. To his industry, zeal, and skill as a junior counsel I can offer my own grateful testimony; for he discharged that office for me fifteen years ago with entire success. The remembrance of this obligation adds keenness to the sorrow with which I regard the loss of one whose private and public character were equally entitled to my cordial esteem and admiration.

I am, Sir, your obedient servant,

Cambridge, April 16. B. H. KENNEDY.

On Monday Mr. W. Carter, the Surrey coroner, held an inquiry respecting the death of Mr. George Druce, Q.C., who was killed while riding.

The inquest was held at the residence of the deceased gentleman, Denmark-hill, Camberwell.

Mr. Wilkins, of the Clayton Arms, Kennington Oval, said that last Wednesday morning he saw the deceased riding his horse round the Oval. The horse was galloping. The animal went round the Oval four times. The fourth time, while the horse was opposite witness, the gentleman took his right foot out of the stirrup iron, and then threw his right leg over the horse's head. The deceased then fell backwards on to the ground, and the back of his head struck the roadway. The deceased had previously lost his hat. No person spoke to the deceased, or advised him to throw himself off the horse. A doctor was sent for. The deceased was then insensible, but in about ten minutes he was able to say, "Druce, Denmark-hill." The horse stopped when the deceased fell.

Mr. William Bean, surgeon, said that there was an abrased contusion on the deceased's head, and it was swollen. He had given a certificate of death for "concussion of the brain."

The coroner having summed up, the jury returned a verdict of accidental death.

Mr. Verrall, son of Mr. Henry Verrall, solicitor, of Brighton, and Clerk to the Borough Magistrates, has gained a scholarship of £75 in classics at the University of Cambridge.

A man named Charles John Smart, of Weedon, has been committed by the magistrates of Towcester for trial at the ensuing quarter sessions, charged with having obtained money by false pretences from various persons. It appears that he represented himself as a solicitor acting under Messrs. Lewis & Lewis, of London, and obtained money on pretence of searching at Doctors'-commons for wills in which country people might be interested.

ADMISSION OF ATTORNEYS.

NOTICES OF ADMISSION.

Trinity Term, 1869.

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

ACKRILL, HENRY WILLIAM.—Samuel Jones, East Retford.
ALMOND, EDWIN.—Robert Bennett, Manchester.
ANGEL, EDMUND GREY.—Paul James, Exeter.
APPLETON, WILLIAM.—Andrew T. Squarey, Liverpool; Henry C. Duncan, Liverpool.
ARTHY, JOSEPH BRIDGE.—James Parker, Chelmsford; William Wilson, Chelmsford.
ATKEY, FREDERICK WALTER.—James Richard Upton, 20, Austin Friars.
BAINES, ARTHUR EDWARD.—Alfred Billson, Liverpool; John A. Redhead, 24 and 25, Fenchurch-street.
BARNETT, FRANCIS GILMORE.—William H. Clarke, Bristol.
BILL, FREDERIC.—William Henry Duignan, 57, Chancery-lane; Walsall.
BIRCH, FRANK.—George Birch, Lichfield.
BOSWORTH, HENRY WRIGHT.—William John Woolley, Loughborough.
BRADLEY, G., jun.—George Bradley, Castleford, York.
BRADSTOCK, JOHN SAMUEL.—William P. Hooper, Ross,
BROOKE, FREDERIC.—Zachary Brooke, 51, Lincoln's-inn-fields.
BROOKS, CHRISTOPHER ABBOTT.—Frederick Talbot Tasker, 47, Bedford-row.
BROWNE, THOMAS, jun.—John Rogers Browne, Nottingham.
BURBURY, THOMAS WINTER.—Thomas Potter Burbury, Bewdley: Frederick William Ponton, Ellesmere; and William M. Taylor, 9, Old Jewry-chambers.
BYGOTT, EDWARD.—Robert Bygott, Sandbach.
CATHERALL, EDWARD.—Charles Gammon, 9, Cloak-lane.
CHAMBERLAIN, REGINALD S.—Harry James Davis, Leicester; Hiram Abiff Owston, Leicester.
CHILD, CHARLES MORGAN.—Thomas Lamb, Andover; Thomas Lamb, Andover.
CHILDS, BORLASE.—Christopher Childs, Liskeard.
COLLINS, ALEXANDER.—Edward Kynaston Bridger, 120, Kennington-park-road.
CRISP, FRANK.—William Henry Ashurst, 6, Old Jewry; Finlay Knight & Thomas M. Harvey, 6, Old Jewry.
CRUMP, JAMES HENRY.—John Evans, 10, John-street, Bedford-row.
DARLINGTON, JOHN SHAW.—Ralph Darlington, Wigan.
DENNIS, PIERCE JOHN.—John Parson, Vestry Clerk's Office, St. Luke's, Middlesex; William Burchells, jun., Broad Sanctuary.
DRANSFIELD, WILLIAM.—John Dransfield, Penistone.
DUNN, JOHN.—Finlay Knight & Thomas Morton Harvey, 6, Old Jewry.
DUPREE, THEODORE.—Joseph James Maberly, 18, King's-road, Bedford-row.
EDWARDS, THOMAS.—Thomas K. Edwards, 5a, Cloak-lane.
ELSDON, WILLIAM BREWIS.—George Brewis & John Gibson Youall, Newcastle-upon-Tyne.
ELWES, HENRY HERVEY.—Henry Griffin Deane, Colchester; Edward Golding Elwes, 8, Furnival's-inn.
FARQUHARSON, ARTHUR THEODORE.—Robert Bickerton Pooley, Oundle.
FLETCHER, LANCELOT.—Charles Reynolds Williams, 62, Lincoln's-inn-fields.
FLINT, ABRAHAM JOHN.—William Small, Burton-on-Trent; Samuel Leech, Derby.
FOSTER, WILLIAM EDWARD.—Edward George Ayliff, Holbeach.
FOX, WILSON LLOYD.—Tobias Harry Tilly, Falmouth; Harry Tilly, Falmouth.
GREAVES, JOHN BROOK.—Charles Leach Coward, Rotherham.
GUILLAUME, FREDERICK.—Edward Guillaume, 186, Fleet-street.
HARRIS, STANLEY WILLIAM.—John Harris, Argyll-street; Alfred Carr, Basinghall-street.
HEATON, ROBERT.—Jonathan Thornley, Liverpool.
HENSON, FREDERICK WILLIAM.—Henry Cook, Kingston-upon-Hull; William Watson, Hedon-in-Holderness; Thomas Hudson, Kingston-upon-Hull.
HEWISON, FREDERICK.—Edward Banner, Liverpool.
HODGSON, ROBERT.—Charles Hodgson, Selby.
HUDSON, HENRY.—George Fry, 62, Mark-lane.
ILBERT, WILLOUGHBY.—James John G. Borlase, Mitcheldean.
JEFFREY, HERBERT JAMES.—John Rust Jeffrey, Bradford.
JONES, FRANCIS WILLIAM.—Anthony G. Jones, Gloucester.
JULIAN, WILLIAM.—George Eaton, Kingston-upon-Hull.
JULIUS, ASHLEY ALEXANDER.—Alfred Alexander Julius, 19, Buckingham-street, Strand; Harry Curtis Nesbit, 35, Lincoln's-inn-fields.
KING, GEORGE HALL.—John Cosens Parnell, Portsea.
LANGWORTHY, WILLIAM FREDERICK.—James R. Bramble, Bristol.
LAWRENCE, EDWARD.—Francis Dobson Lowndes, Liverpool.
LEE, ARTHUR.—Alexander H. Clarke, 29, Coleman-street.
LEE, CECIL RADFORD.—James Rogers, 7, Westminster-chambers.
LEEMING, CHARLES HENRY.—Francis Jubb, Halifax.
LEE-WARNER, EDWARD.—Charles Thomas Arnold, 20, Whitehall-place.
LLOYD, HENRY HARMAN.—John H. Parr, Liverpool; George Lloyd, Liverpool.
LOCKHART, LEWIS CHALMERS.—John Oswald Head, Hexham.
LYCETT, HENRY.—John Bagshaw, Manchester.
LYNCH, CHRISTOPHER BERNARD.—Francis C. New, 4, King-street, Cheapside.
MANBY, GEORGE FREDERICK.—William Manby, Wolverhampton.
MICKLETHWAITE, WILLIAM.—Walter Murton, 13, Southampton-street.
MOSS, JOHN MILES.—Christopher Morris, Liverpool.
MOXON, JOHN.—Robert M. Lowe, 2, Tanfield-court.
MYERS, EDWARD.—Miles Myres, Preston.
NEWBY, EDWIN COTTERILL.—William Ridout Wills, Birmingham.
NEWTON, FREDERICK HAWKIN.—George Brown, York.
NORRIS, WILLIAM.—George Hollings, Gray's-inn; Oscar A. Ullithorne, Gray's-inn.
OATES, CHARLES HENRY.—Charles M. B. Veal, Great Grimsby.
OWEN, FRANCIS ARTHUR.—Thomas M. Gepp, Chelmsford.
PEARLESS, REGINALD WILSON.—James R. Pearless, East Grinstead.
PEARSON, BENJAMIN CLATER.—Thomas T. Pearson, Crowle, Lincoln.
PEASE, CHARLES.—Henry M. Cotton, 46, Chancery-lane.
PETCH, RICHARD.—Thomas B. Burland, South Cave.
PUGH, OLIVER VAUGHAN.—John Pugh, Llanfyllin; William J. Bull, Llanfyllin.
RAVEN, JOHN.—Charles Kendall, Over Darwen; George M. Wetherfield, 54, Coleman-street; B. Norton, Gresham-buildings.
ROBERTS, FREDERICK.—James Girdlestone, 18, New-street, Spring-gardens; John Harward, Stourbridge.
RODWAY, GEO. WOOD BARRELL.—George Wood Rodway, Trowbridge.
RYLEY, JAMES.—Robert Winder, Bolton.
SADLER, AUGUSTUS CHARLES.—Robert R. Sadler, 28, Golden-square; Frank Richardson, 28, Golden-square.
SHAW, DAVID ALLISON.—Charles Mills, Huddersfield.
SHORTO, CHARLES COARD.—John E. G. Hill, Liverpool.
SIDDALL, THOS. MORTIMER.—Joseph Geo. Wilson, Alfreton; Thomas Diggles, Manchester.
SMITH, MIDDLETON.—Matthew Gray, Whitby.
SMITH, SPENCER MARSH.—Thos. Smith, Sheffield.
SMITH, MARK PHILLIP.—Arthur Weston, Brackley.
SMITH, SAMUEL BILTON.—Nelson Wilkinson, Peterborough.
SMITH, JOHN CHRISTOPHER.—Thomas Denie Calthrop, 8, Whitehall-place.
STORY, HENRY DONALD.—Henry Story, Newcastle-upon-Tyne; William Cheek Bonsfield, Newcastle-upon-Tyne.
SUMMERFIELD, KYNASTON WEDGE.—John Monckton, Maidstone.
TATTERSALL, JOHN HENRY.—John Pickop, Blackburn.
WALKER, EDWARD LAKE.—Edward Walker, 8, New-square, Lincoln's-inn.
WHITEHEAD, JOSEPH.—Francis Smith, Manchester.
WILLIAMS, ARTHUR.—William Hunt, Nottingham.
WILSON, ROWLAND HOLT.—George Anthony Partridge, Bury St. Edmunds.
WINTERBOTHAM, WILLIAM HOWARD.—Lindsey William Winterbotham, Stroud; Theodore Waterhouse, 61, Carey-street.
WINTLE, JOSEPH, jun.—Charles Wintle, Bristol.
WOOD, WILLIAM, B.A.—Daniel Dunnett, Uttoxeter.

Trinity Term, 1869, *pursuant to Judges' Orders.*

HARRISON, ALEXANDER, jun.—Henry Hawkes, Birmingham.

HENLY, FRANCIS.—Henry Stiles, Northleach.

HERITAGE, JOHN WILSON.—Frederick Heritage, Nicholas-lane.

Trinity Vacation, 1869.

ALLEN, THOMAS LEWIS.—Robert Peckham, 17 Great Knight Rider-street, Doctors'-commons; Josiah John Merriman, 28, Queen-street; Thomas Eaton, 50, Bedford-row; Thomas Bowker, 1, Gray's-inn-sq.

BARKER, REGINALD HAWKSWORTH.—Henry Barker, Huddersfield.

BATTISHILL, WILLIAM JOHN.—James Pitt, Exeter.

BRETTELL, HENRY CARTWRIGHT.—John Neve, Wolverhampton; John Simpson Rutter, Wolverhampton.

CHEESE, EDMUND HALL.—Arthur Cheese, Kington.

CLEVERTON, CHARLES EDWARD.—George Frederick Jackson, Plymouth.

COOKE, GEORGE DOWLMAN.—Charles Henry Murr, East Temple-chambers, Whitefriars-street; Miles Coverdale Bellamy, 9, Union-court, Old Broad-street.

COPINGER, MAURICE CHARLES (articled as Coppinger).—Edmund Lewis Hooper, 37, Southampton-buildings; Robert John Macarthur, 22, Essex-street, Strand; George Alexander James, 22, Essex-street, Strand.

DAVIS, BENN.—James Phineas Davis, 15, Clifford-street; Alfred Atkinson Pollock, 63, Lincoln's-inn-fields.

DOUSE, FRANCIS.—George Walker, Spilsby.

DUTTON, JAMES.—Arthur Bailey, Bolton-le-Moors.

DYER, JOSEPH HORTON.—Charles Stringer, Westbromwich; Thomas Griffiths Woollacott, 61, Gracechurch-street.

EGGAR, THOMAS.—William Jacob Hollest, Farnham; Charles Edward Lewis, 8, Old Jewry.

GILBERT, EDWIN PHILIP.—Frederick William Pouget Cleverton, Plymouth.

GODFREY, HUGH CHARLES.—Ebenezer Foster, Cambridge; Philip Saggers Knowles, Cambridge.

GRUNDY, FREDERICK.—Charles Grundy, 26, Budge-row.

HARDWICKE, WALTER EDWARD PERRIN.—Samuel Danks, Birmingham.

HEARSEY, RICHARD.—Robert Arthur Ward, Maidenhead; Albert St. Paul, Staple-inn.

HOPE, HERFORD EDWIN (articled as Hopps).—William Orford, Manchester.

JONES, JOHN ROBERTS.—William Williams, Bala.

JONES, THOMAS ALLEY, jun.—Thomas A. Jones, Clifford's-inn.

LEWIS, DAVID ROBERT.—William Robinson Smith, Merthyr Tydfil.

LOVIBOND, GEORGE.—Henry Lovibond, Bridgwater.

MELLOR, EDWARD DANIEL.—John Hollams, Mincing-lane.

MELLOR, GEORGE JAMES.—William Unwin, Sheffield; Edward George Tattershall, 9, Great James-street.

MOORE, JAMES WHARTON.—Thomas Adam Watson, Bradford.

OBLEIN, JOHN.—John Mackrell, 21, Cannon-street.

PAINE, EDWIN ALFRED.—Joseph Newbon, 1, Wardrobe-place, Doctors'-commons.

PENNETHORNE, FRANK JAMES.—Robert Hamilton Few, 2, Henrietta-street, Covent-garden.

PETER, CHARLES.—Richard Peter, Launceston.

READ, JOHN ALEXANDER.—Josiah Eastwood Varey, Manchester.

RUSSELL, ARTHUR.—Edmund Davies, 59, Coleman-street.

SHERRARD, GEORGE CLIFTON.—Stephen Woodbridge, 8, Clifford's-inn.

SWEETING, THOMAS LUTHER.

WARBURTON, WILLIAM.—Francis Marriott, Manchester.

WARRINER, EDMUND.—Robert Fisher Thompson, Kendal; Thomas Wright, Dudley; Archibald Scott Lawson, 31, Lincoln's-inn-fields.

A meeting of the Scottish Law Courts Commission will be held in London on Wednesday next.

A movement is in progress for the purpose of inquiring into the nature of the grants under which the Inns of Court hold their property, and an attempt will be made on behalf of the body of solicitors to participate in the funds of the legal universities, on the ground that the grants in question were originally intended for the use of the whole body of the profession, and not for the advocates only. A meeting of persons in favour of the movement is to be held at the Law Institute in the course of a few days.—*The Owl.*

PUBLIC COMPANIES.

LAST QUOTATION, April 23, 1869.
[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 93⅛	Annuities, April, '85
Ditto for Account, May 6, 93⅛	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 91⅞	Ex Bills, £1000, 6 per Ct. p m
New 3 per Cent., 91⅝	Ditto, £500, Do 6 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 6 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4 per Ct. (last half-year)
Do. 5 per Cent., Jan. '73	
Annuities, Jan. '80 —	Ditto for Account, 240 x d.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 211	Ind. Enf. Pr., 5 p C., Jan. '72 105⅛
Ditto for Account	Ditto, 5½ per Cent., May, '79 110
Ditto 5 per Cent., July, '80 114½	Ditto Debentures, per Cent., April, '84 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 103⅛
Ditto 4 per Cent., Oct. '88 100⅞	Do. Bonds, 5 per Ct., £1000 15 pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 15 pm
Ditto Enfaced Ppr., 4 per Cent.	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	78
Stock	Caledonian	100	78½
Stock	Glasgow and South-Western	100	97
Stock	Great Eastern Ordinary Stock	100	37¼
Stock	Do., East Anglian Stock, No. 2	100	—
Stock	Great Northern	100	108
Stock	Do., A Stock*	100	109
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	49½
Stock	Do., West Midland—Oxford	100	27
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	123½
Stock	London, Brighton, and South Coast	100	44
Stock	London, Chatham, and Dover	100	17⅞
Stock	London and North-Western	100	115¼
Stock	London and South-Western	100	88
Stock	Manchester, Sheffield, and Lincoln	100	56½
Stock	Metropolitan	100	103
Stock	Midland	100	115½
Stock	Do., Birmingham and Derby	100	84
Stock	North British	100	36
Stock	North London	100	121
Stock	North Staffordshire	100	55
Stock	South Devon	100	43
Stock	South-Eastern	100	76½
Stock	Do., Deferred		45½
Stock	Taff Vale	100	159

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The funds have throughout the week undergone little variation in price, but have remained firm at about last week's prices. Foreign stocks have shown a tendency to decline towards the latter end of the week. In railway and miscellaneous securities there has been little to notice.

A SINGULAR STORY.—We take the following from the northern papers:—The *Liverpool Daily Courier* tells us a strange story of a legacy of £25,000 or £30,000 recently left by a solicitor, named Moreton, to Dr. Goss, the Catholic Bishop of Liverpool. Mr. Moreton, the *Courier* says, had amassed a good deal of property. At the end of last month he was taken ill, and according to the *Daily Courier* the Very Rev. Canon Fisher, a Catholic dignitary, was sent for to perform the last rites of the Church. Instead of doing so he procured a boy and a young servant girl as witnesses, and it is alleged guided the old man's hand over the signature to a will by which a large sum of money was left to Dr. Goss, as the head of the Catholic Church in Liverpool. It is said that the widow of Mr. Moreton, who receives nothing under this will, threatens to contest it, unless some settlement is made on her.

BISHOP GOSS'S WINDFALL.—Preliminary steps have already been taken to dispute the validity of the will of the late Mr. Samuel Holland Moreton, solicitor, of Liverpool, and lord of the Worral Hundred, which left the whole of the deceased's property to Dr. Goss, the Roman Catholic Bishop of Liverpool, to the exclusion of the widow and other relatives. A *caveat* has been lodged in the Liverpool Probate Office, which for the present bars administration of the will.—*Manchester Courier.*

Mr. J. H. Sheppard, solicitor, of Towcester, in the county of Northampton, has resigned the office of Clerk to the Magistrates of that borough, and Mr. Richard Howes, solicitor, has been appointed to officiate for him.

Judge Story and Edward Everett were once the prominent personages at a public dinner in Boston. The former, as a voluntary toast, gave the following: "Fame follows merit where Everett goes!" The gentleman thus delicately complimented at once arose, and replied with this equally felicitous impromptu: "To whatever height judicial learning may attain in this country, there will always be one Story higher."

ESTATE EXCHANGE REPORT.

AT THE MART.

April 20.—By Messrs. Bradel.

Freehold, 4a 2r 35p of building land, in the parish of High Onger, Essex—Sold for £600.

Freehold, 3a 1r 10p of land, adjoining the above—Sold for £450.

Freehold, 3a 1r 14p of land, adjoining the above—Sold for £450.

Freehold, 3a 3r 27p of land, adjoining the above—Sold for £600.

Freehold residence, No. 17, Dover-street, Piccadilly, let on lease at £350 per annum—Sold for £5,320.

By Messrs. May & May.

Freehold residence, No. 5, Devonshire-place, East Barnet-road, annual value £26—Sold for £200.

Leasehold residence, No. 2, Latchmore-road, Lower Wandsworth-road, let at £40 per annum; term, 97 years unexpired, at £4 10s. per annum—Sold for £325.

Equity of redemption of three residences, Nos. 1 and 2, Napier-villas, Wood-green, and The Ferns, estimated to produce £90 per annum; term, 99 years from 1868, at £15 per annum—Sold (subject to a mortgage of £1,000) for £1,075.

April 21.—By Mr. W. Thornton.

Freehold, 14a 1r 19p of building land, situate at Reigate, Surrey—Sold for £3,500.

By Messrs. Edwin Fox & Bousfield.

Freehold residence, with stabling, and 6¼ acres of land, situate at Enfield, Middlesex—Sold for £2,000.

Freehold ground rents, amounting to £24 per annum, arising from the Hendon Infant and Day Schools, and four houses in Brett-street, Hendon—Sold for £580.

By Messrs. St. Quintin & Notley.

Leasehold residence, with stabling and garden, known as Lime Tree Cottage, Charlwood-road, Putney, let at £42 per annum; term, 54½ years unexpired, at £6 10s. per annum—Sold for £610.

By Messrs. Owen & Jameson.

Leasehold, 2 houses, Nos. 5 & 6, Lincoln-terrace, Carlton-road, Peckham, and producing £61 per annum; term, 81 years from 1865, at £15 per annum—Sold for £465.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BORRETT—On April 16, at Wimbledon, the wife of George Tuthill Borrett, Esq., Barrister-at-Law, of a daughter.

SLADEN—On April 18, at 8, Chepstow-place, Bayswater, the wife of Henry Mainwaring Sladen, Esq., Barrister-at-Law, of a son.

MARRIAGES.

ATHAWES—SPOFFORTH—On April 21, at the Parish Church, Scarborough, Edward James Athawes, Esq., Barrister-at-Law, of Beckenham, Kent, and of Lincoln's-inn and the Middle Temple, to Helena Turnell Spofforth, daughter of Robert Spofforth, Esq.

CURLEWIS—CURLEWIS—On Feb. 15, at Christ Church, St. Kilda, Melbourne, Alfred Claribeaux Curlewis, Esq., Barrister-at-Law, of Lincoln's-inn, to Ellen Jessie, daughter of the late W. E. Curlewis, Commander R.N.

DAVY—JACKSON—On April 20, at the Parish Church of Middleton, Alfred Davy, Esq., Solicitor, of Leeds, to Caroline, daughter of Edward John Jackson, Esq., of Wrelton Hall, near Pickering, Yorkshire.

KELLY—NEWTON—On April 16, at St. Anne's Church, Dungannon, County Tyrone, Irwin Henry Russell Kelly, Esq., Solicitor, of Dungannon, to Mary Howard, daughter of Courtenay Newton, Esq., of Killymed, Dungannon.

PEMBERTON—GARTH—On April 20, at St. Saviour's, Pimlico, Henry Leigh, son of Edward Leigh Pemberton, Esq., of Eaton-place, and Torry-hill, Kent, to Mary Eliza, daughter of Richd. Garth, Esq., Q.C., of St. George's-square, and Morden, Surrey.

PORTER—HORSBRUGH—On April 12, at Edinburgh, Andrew Marshall Porter, Esq., Barrister-at-Law, of 29, Mountjoy-square East, Dublin, to Agnes Adinston, daughter of the late Lieut.-Col. Horsbrugh, of Horsbrugh, Peebleshire.

DEATHS.

DOBBS—On April 17, at 93, Wimpole-street, the Hon. W. C. Dobbs, one of the Judges of the Landed Estates Court, Ireland.

HAYMAN—On April 15, at Woodbury, near Exeter, Ellis Bartlett Hayman, Esq., Solicitor, late of North Curry, near Taunton, in the 29th year of his age.

LLOYD—On April 12, John Lloyd, Esq., Solicitor, Ludlow, aged 71.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

Friday, April 16, 1869.

Limited in Chancery.

Daubhill Minerva Doubling Company (Limited).—Petition for winding-up, presented April 13, directed to be heard before Vice-Chancellor Wickens, May 15. Partington & Allen, Manch, solicitors for the petitioner.

Unlimited in Chancery.

International Life Assurance Society.—Vice-Chancellor Malins has, by an order dated Feb 19, appointed Frederick Maynard, 55, Old Broad-st, official liquidator.

Tuesday, April 20, 1869.

Limited in Chancery.

South-Eastern of Portugal Railway Company (Limited).—Petition for winding-up, presented April 16, directed to be heard before Vice-Chancellor Malins April 30. Gregory & Co, Bedford-row, solicitors for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

Friday, April 16, 1869.

Desormeaux, Ann, East side of Bethnal-green, Widow. May 10. In re Desormeaux, V.C. Stuart.

Hunt, Geo, St Martin's, Stamford Baron, Northampton, Common Brewer. May 31. Hunt v Hunt, V.C. Stuart. Chapman, Biggleswade.

Moore, Joseph, Whatborough, Leicester, Farmer. May 10. Eland v Moore, V.C. Malins. Law, Stamford.

Pratt, Thos, Southampton, Livery-stable Keeper. May 8. Hunt v Pratt, V.C. James. Lewin, Southampton-st, Strand.

Pullen, Wm, Scriven-with-Tentergate, York, Innkeeper. May 10. Foster v Pullen, M. R. Middleton & Son, Leeds.

Reading, Wm, Mortimer-st, Cavendish-sq, Coach Maker. May 31. Burge v Holmes, V.C. Stuart. Lammin, John-st, Adelphi.

Wilson, Henrietta, Chorlton-on-Medlock, Lancaster. May 10. Jackson v Davis, M. R. Dobinson, Carlisle.

Young, Mary, Twyford, Southampton, Spinster. May 7. Young v Naish, V.C. James. Walker & Jerwood, Furnival's-inn, Holborn.

Tuesday, April 20, 1869.

Adams, Mary, St Leonard, nr Exeter, Spinster. May 14. Lethbridge v Adams, V.C. Malins. Hird & Son, Portland-chambers, Gt Titchfield-st.

Battye, Geo, Cartworth, York, Gent. May 19. Barber v Beardsell, V.C. Stuart. Armitage, Holmfirth.

Carter, Chas, Capel, Dorking, Surrey, Gent. May 10. Carter v Sweasey, M. R. Pawle & Co, New-inn, Strand.

Eckford, Robt, Jersey, Esq. Nov 4. Haldane v Eckford, V.C. James.

Greaves, Geo, Sheffield, Innkeeper. May 14. Dewsnap v Wharton, M. R. Newbould & Gould, Sheffield.

Little, Wm Joseph, Maker, Cornwall, Esq. May 19. Little v Lewellin, V.C. Malins. Sole & Co, Aldermanbury.

Jones, Hy Storer, Neville-ter, Brompton. May 22. Jones v Bicknell, V.C. Stuart. Stevens, Bucklersbury.

Lloyd, Eliz, Llanrwst, Denbigh, Widow. May 16. Lloyd v Pughe, V.C. Malins. Cole, Essex-st, Strand.

Newman, Chas, New Windsor, Berks, Innkeeper. May 24. Oliver v Newman, M. R. Long, New Windsor.

Schroder, John Fredk, Bentley, Southampton, Esq. May 17. Kennedy v Bockett, V.C. James. Druce & Co, Billiter-sq.

Walker, Wm, Brindley Ford, Stafford, Builder. May 10. Dix v Hancock, M. R. Cooper, Tunstall.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Friday, April 16, 1869.

Buckton, Sarah Rebecca, Harborne, Staffordshire, Spinster. June 24. Webb & Spencer, Birm.

Cole, Thos Hy, The Green, Gloucestershire, Esq. July 1. Gill & Bush, Bath.

Cotton, Georgina, Kelstone, Southampton. May 20. Pyke & Irving, Lincoln's-inn-fields.

Davis, Sarah Catherine, Gloucester, Poulterer. May 31. Bretherton, Gloucester.

Fox, Benj, Sheffield, Steel Refiner. May 18. Wilson, Sheffield.

Hunter, Geo Jas, Spring Bank, Worcester, Capt R.A. May 24. Hooper, Worcester.

Jones, Chas Wm, York-town, Surrey, Gent. June 30. Cooke & Holmes, Wokingham.

Robertson, John, Cleveland-villa, West-hill, Sydenham, Gent. May 29. Tauqueray, Willaume & Co, New Broad-st.

Selby, Laura Ann, Biddlestone, Northumberland, Widow. June 1. Swarbreck, Thirsk.

Selby, Walter, Biddlestone, Northumberland, Esq. June 1. Swarbreck Thirsk.

Shaw, John Barlow, Shaw-cum-Donnington, Berks, Gent. May 31. B. & J. C. Pinniger, Newbury.

Sturge, Thos Marshall, Gloucester, Corn Merchant. May 31. Bretherton Gloucester.

Underhill, Joseph, Leamington Priors, Warwick, Innkeeper. May 1. Abbott, Leamington.

Deeds registered pursuant to Bankruptcy Act, 1861.

Friday, April 16, 1869.

Adamson, Jacob, Westgate, Durham, Miller. March 18. Comp. Reg April 15.

Baker, Thos John, Portsea, Southampton, Grocer. March 16. Asst. Reg April 12.

Bennetto, Chas, New Quay, Cornwall, Butcher. March 25. Asst. Reg April 14.

Britton, Geo, Boundary-rd, St John's-wood, Cheesemonger. April 13. Comp. Reg April 15.

Carow, Annie, Bolton-row, Piccadilly, Widow. March 15. Comp. Reg April 15.

Chivers, Dorothea, & Wm Popham Chivers, Calne, Wilts, Ironmongers. March 23. Comp. Reg April 13.

Clapham, Geo Bennet, Baildon, York, Stuff Manufacturer. March 18. Asst. Reg April 16.

Drury, Wm, Scarborough, York, Clothier. March 23. Comp. Reg April 16.

Elliott, Geo, Tow Law, Durham, Draper. April 1. Comp. Reg April 15.

Ford, Geo, Landport, Southampton, Tobacconist. March 19. Asst. Reg April 14.

Grant, Alex, Tooley-st, Southwark, Provision Merchant. March 19. Asst. Reg April 14.

Grant, Jas, & John Durrad, Leicester, Leather Merchants. April Comp. Reg April 15.

Grayston, Eliza, Fredk Chas Lease, & Emma Lease, Bury St Edmunds, Suffolk, Earthenware Dealers. March 2. Asst. Reg April 13.
Hargreaves, Saml, Jas Hargreaves, & Fras Hargreaves, Bridge. Clough Mill, Lancashire, Cotton Manufacturers. Feb 23. Asst. Reg April 16.
Horner, Thos Wm, Elsted-st, Walworth, Saw Mill Proprietor. March 10. Comp. Reg April 13.
Hughes, David, Buckley, Flint, Provision Dealer. April 9. Asst. Reg April 15.
Humphries, Hy Richd, Birm, Button Factor. April 13. Comp. Reg April 15.
Johnson, Robt Dodds, North Shields, Northumberland, Chemist. March 17. Asst. Reg April 16.
Laking, Wm, Worland-rd, Notting-hill, Grocer. April 8. Comp. Reg April 14.
Lambert, Edwd, & Hy Goddard, Norwood, Ironmongers. April 13. Comp. Reg April 15.
Lea, Wm, & John Lea, Wolverhampton, Stafford, Brassfounders. March 18. Comp. Reg April 13.
Lord, Hy Dunkin, Colchester, Essex, Tailor. April 1. Asst. Reg April 15.
Lyon, Hy, Ince-within-Makerfield, Lancaster, Provision Dealer. April 7. Asst. Reg April 15.
Martin, Wm, Vauxhall-walk, Lambeth, Publican's Assistant. March 31. Comp. Reg April 15.
McDonald, Geo, Brighton, Sussex, Glover. March 22. Asst. Reg April 16.
Miller, Walter, Maidstone, Kent, Grocer. March 19. Asst. Reg April 15.
Mindham, Hy, Geo Hy Mindham, & Robt John Mindham, Swinton Bridge, York, Joiners. March 17. Comp. Reg April 13.
Morgan, Edwd, Edgware-rd, Carriage Builder. April 11. Comp. Reg April 16.
Morritt, Fras, Leeds, Hay Dealer. April 12. Comp. Reg April 16.
Moss, Hy, Tuebrook, Lancaster, Flour Dealer. April 13. Asst. Reg April 14.
Myer, Sidney, Hereford, Hop Merchant. March 10. Comp. Reg April 13.
Oberdoerffer, Adolphe Matthews, Regent-st, Cigar Manufacturer. March 12. Inspectorship. Reg April 14.
Openshaw, Wm, & Abraham Openshaw, Farnworth, Lancashire, Cotton Spinners. March 18. Asst. Reg April 15.
Rand, Walter Wm, Colchester, Essex, Woollen Draper. March 10. Asst. Reg April 16.
Rhodes, Matthew, & Wm Bramond Rhodes, Leeds, Tool Makers. March 18. Asst. Reg April 14.
Ritchie, Helen, & John Kingston, Whitechapel-rd, China Manufacturers. April 9. Comp. Reg April 15.
Rowley, Edwin, Burslem, Stafford, Builder. March 12. Comp. Reg April 16.
Sadd, Thos, Halesworth, Suffolk, Tailor. April 8. Comp. Reg April 16.
Scott, Wm Hy, Sheffield, Boot Maker. March 22. Comp. Reg April 15.
Shaw, John, Thos Whitaker, & Wm Whitaker, Padiham, Lancaster, Cotton Spinners. March 6. Asst. Reg April 15.
Slater, John Edwd, & Danl Felton, Clayton nr Manch, Cotton Manufacturers. March 20. Asst. Reg April 16.
Stanway, Thos, Norfolk-ter, Westbourne-grove, Bayswater, Plumber. April 12. Comp. Reg April 15.
Thomas, David Richd, Asylum-rd, Peckham, Grocer. Feb 18. Asst. Reg April 13.
Tibbey, Wm David, Chester-pl, Kennington, Underwriter. March 4. Asst. Reg April 15.
Tonkin, John, Plymouth, Devon, Currier. April 6. Asst. Reg April 14.
Waller, Fredk, Ipswich, Suffolk, Grocer. March 25. Comp. Reg April 16.
Wheeler, John Wm, Portsmouth, Southampton, Draper. March 22. Comp. Reg April 14.
White, Jas Wm, Portsea, Hants, Milliner. March 19. Asst. Reg April 14.
Wilson, Chas Fredk, Reading, Berks, Grocer. April 7. Inspectorship. Reg April 14.
Wright, Wm, Boston, Lincoln, Wine Merchant. March 19. Comp. Reg April 13.

TUESDAY, April 20, 1869.

Arden, Thos Griffin, Baston, Lincoln, Farmer. March 29. Asst. Reg April 19.
Baker, John, Whittlesey, Cambridge, Bank Manager. March 22. Asst. Reg April 19.
Brown, Jas, Luton, Bedford, Straw Hat Manufacturer. March 22. Comp. Reg March 19.
Burlingham, Gulson, & John Bradley Burlingham, Sidbury, Worcester, General Dealers. March 23. Asst. Reg April 16.
Coley-Bromfield, John Coley, Tavistock-crescent, Westbourne-pk, Insurance Agent. March 23. Comp. Reg April 19.
Crossland, Jonathan, & John Greensmith, Hinchliff Mill, nr Holmfirth, York, Woollen Cloth Manufacturers. March 23. Asst. Reg April 20.
Currey, Edwd, Stanhope, Durham, Flour Dealer. March 19. Comp. Reg April 16.
Davies, Danl, Neath, Glamorgan, Innkeeper. March 20. Comp. Reg April 20.
Denison, John, Lowestoft, Suffolk, Confectioner. March 30. Asst. Reg April 17.
Dunkley, Alfred, Birm, Commercial Traveller. April 10. Comp. Reg April 17.
Gordon, Ralph Leith, Tenby, Pembroke, Innkeeper. March 19. Asst. Reg April 19.
Hirst, Chas, Huddersfield, York, Flock Dealer. March 23. Asst. Reg April 19.
Hockmeyer, Otto, Manch, Merchant. March 31. Asst. Reg April 17.
Hodges, Geo Joseph, Charles-st, Middlesex Hospital, Licensed Victualler. March 24. Asst. Reg April 19.
Hogben, John Iggalden, Blackman-st, Southwark, Corn Dealer. March 23. Comp. Reg April 13.
Humphreys, Hy, Gt Tower-st-bldgs, Tea Dealer. March 31. Asst. Reg April 16.
Jones, John, Llangollen, Denbigh, Currier. April 6. Comp. Reg April 19.
Longhurst, Walter, Hastings, Sussex, Builder. March 30. Comp. Reg April 17.
Maxwell, Maxwell Carter, Newcastle-upon-Tyne, Clothier. March 21. Comp. Reg April 17.
McCulloch, Wm, Rhydygaled, Flint, Mining Engineer. March 3. Asst. Reg April 20.
Meriton, Edwd Busick, Dieppe, France, Gent. March 23. Comp. Reg April 19.
Morris, Edwin, Gosport, Hants, Leather Seller. March 18. Comp. Reg April 17.
Moses, Maurice, Oxford-st, Jeweller. April 2. Comp. Reg April 17.
Myers, Michael, Wigmore-st, Cavendish-sq, Trunk Maker. March 25. Comp. Reg April 18.
Noble, Joseph, Huddersfield, York, Innkeeper. March 19. Comp. Reg April 17.
Pattinson, Joseph Hodgson, Sunderland, Durham, Provision Merchant. April 6. Comp. Reg April 19.
Pownall, Ralph, Heywood, Lancaster, Joiner. March 15. Asst. Reg April 19.
Serjeant, Saml Dearnley, Clunch, Lancaster, Draper. March 22 Asst. Reg April 19.
Shaw, Thos, Leeds, Architect. March 16. Comp. Reg April 17.
Sheard, Mary Ann, Heckmondwike, York, Innkeeper. March 24. Asst. Reg April 19.
Shelley, Geo, Walsall, Stafford, Boot Manufacturer. March 16. Comp. Reg April 17.
Shortman, Peter, & Fredk Shortman, Bristol, Millers. March 22. Asst. Reg April 16.
Simonds, John, Leadenhall Market, Shipping Butcher. April 16. Comp. Reg April 19.
Smith, Edwd, Bilston, Stafford, Grocer. March 31. Comp. Reg April 19.
Smith, Wm, Wigan, Lancaster, out of business. March 10. Asst. Reg April 17.
Smith, Joseph, North Everton, nr Lpool, Grocer. March 25. Comp. Reg April 17.
Smith, Mary Ann, Wigan, Lancaster, Draper. March 20. Asst. Reg April 16.
Smith, Edwd, Folkestone, Kent, Gent. March 22. Inspectorship. Reg April 16.
Stoneham, John, Burnham, Essex, Grocer. March 24. Asst. Reg April 17.
Swindells, John, Hulme, Manch, Printer. April 8. Comp. Reg April 16.
Thompson, Thos, Bristol, Solicitor. March 24. Comp. Reg April 16.
Turner, Winspear, Kingston-upon-Hull, Basket Maker. March 15. Comp. Reg April 17.
West, Thos, Leeds, Toy Dealer. March 6. Comp. Reg April 19.
Whiting, Hy, Norwich, Plumber. March 23. Comp. Reg April 19.
Wood, Chas, & Jas Dickinson, Lpool, Boot Makers. March 22. Comp. Reg April 19.

Bankrupts.

FRIDAY, April 16, 1869.

To Surrender in London.

Ballard, Edwin, Tavistock-pl, Tailor. Pet April 14. Roch. April 23 at 1. Watson, Southampton-bldgs, Chancery-lane.
Basham, John, St James-st, Jamaica-level, Bermondsey, Carman. Pet April 13. May 3 at 11. Angell, Guildhall-yard.
Brown, Geo, Emmerson-pl, New Park-st, Southwark, Journeyman Shoemaker. Pet April 12. May 3 at 11. Godfrey, Hatton-garden.
Chapman, John, Nordelph, Norfolk, Flour Dealer. Pet April 1. Pepys. May 7 at 11. Freeman, Gutter-lane.
Clarke, Susannah, Ealing, Laundress. Pet April 12. Pepys. May 6 at 2. Olive, Portsmouth-st, Lincoln's-inn-fields.
Costall, Robt, St John's-rd, Hoxton, Grocer. Pet April 14. Roche. April 28 at 1. Harcourt & Macarthur, King's Arms-yard, Coleman-st.
Davis, Wm, George-st, Camberwell, out of business. Pet April 12. Roche. April 28 at 11. Edwin, Blackman-st, Southwark.
Docking, John Hy, Farley-pl, Metcalf-rd, Enfield Lock, Gun Maker. Pet April 13. Roche. April 28 at 12. Wood, Basinghall-st.
Dunk, Saml Chas, Oakfield-rd, Penge, Builder. Pet April 8. Pepys. April 30 at 2. Dobie, Gresham-st.
Effertz, Peter, Prisoner for Debt, London. Pet April 9 (for pau). Brougham. April 28 at 2. Roberts, Moorgate-st.
French, Wm, Sheerness, Kent, Baker. Pet April 14. Pepys. May 7 at 10.30. Gibson & Brook, Abchurch-yard, for Gibson & Miller Sittingbourne.
Griffin, Wm Langmead, Prisoner for Debt, London. Pet April 10 (for pau). Roche. April 28 at 11. Goatley, Bow-st, Covent-garden.
Hadland, Chas, Southgate, out of business. Pet April 15. Murray. April 26 at 11. Paxon & Hallam, Long-acre.
Hands, Chas, Beckenham's-yard, Gordon-st, City-rd, no occupation. Pet April 13. Pepys. April 30 at 1. Pope, Gt James-st, Bedford-row.
Hare, Benj, Merton-lane, New Wimbledon, Grocer. Pet April 14. Pepys. May 7 at 10.30. Parry, Croydon.
Hundt, Chas, Prisoner for Debt, London. Pet April 13 (for pau). Brougham. May 3 at 2. Kimberley, Scott's-yard, Bush-lane.
Joy, Alfred, Southampton-row, Russell-sq, Coach Builder. Pet April 13. Murray. April 26 at 12. Abrahams, Burlington-gardens.
Lloyd, Zachariah, Prisoner for Debt, London. Pet April 9 (for pau). Brougham. April 28 at 1. Hicks, Strand.
Mackenna, John Wm, Gt Marlboro'-st, Regent-st, Doctor. Pet April 13. Roche. April 28 at 12. Dubois & Maynard, Church-passage, Gresham-st.
May, Peter, Prisoner for Debt, London. Pet April 12 (for pau). Roche. April 28 at 12. Boydell, South-sq, Gray's-inn.
Mayo, Jas, Larkhall-lane, Clapham, out of business. Pet April 13. May 3 at 1. Dobie, Gresham-st.
Morgan, Geo Hy, Edgware-rd, Foreman to a Carriage Builder. Pet April 12. May 3 at 11. Apps, South-sq, Gray's-inn.
Neighbour, Albert, Prisoner for Debt, London. Pet April 8 (for pau). Brougham. April 28 at 12. Watson, Basinghall-st.

Newton, Jas John, Heigham, Norwich, Fish Merchant. Pet April 10. Pepys. May 6 at 12. Brighten, Bishopsgate-st Without, for Stanley, Norwich.

Newton, Charlotte, & Wm Jas Newton, Brewer-st, Golden-sq, out of business. Pet April 30. Pepys. May 6 at 2. Venn, New-inn, Strand.

Nicholson, Ralph, Museum-st, Bloomsbury, Leather Case Maker. Pet April 12. May 3 at 11. Cooke, Gresham-bldgs, Basinghall-st.

Page, John, Prisoner for Debt, London. Pet April 12 (for pau). Roche. April 28 at 11. Hicks, Strand.

Parks, Lewis, Prisoner for Debt, London. Pet April 10 (for pau). April 28 at 11. Watson, Basinghall-st.

Parks, Jas, Maidstone, Kent, Grocer. Pet April 12. Roche. April 28 at 11. Godfrey, Hatton-garden.

Pearman, Thos, Queen's-rd, Bayswater, Nurseryman. Pet April 12. Pepys. May 6 at 2. Girdwood, Old Jewry-chambers.

Pearson, John, Prisoner for Debt, London. Pet April 13 (for pau). Brougham. May 3 at 2. Kimberley, Scott's-yard, Bush-lane.

Prestopino, Joseph, Hatton-garden, Manufacturing Jeweller. Pet April 8. Pepys. May 7 at 10.30. Dobie, Gresham-st.

Purssord, Fredk, Prisoner for Debt, London. Pet April 13 (for pau). Roche. April 28 at 1. Kimberley, Scott's-yard, Bush-lane, Cannon-st.

Quilter, Albert, Curtain-rd, Hackney-rd, Mattress Maker. Pet April 13. Roche. April 28 at 12. Brighten, Bishopsgate-st Without.

Sanders, Hy, Camberwell-rd, Tea Dealer. Pet April 12. April 28 at 1. Lawrence, Lincoln's-inn-fields.

Smith, Thos Chas, Prisoner for Debt, London. Pet April 10 (for pau). Brougham. April 28 at 2. Watson, Basinghall-st.

Suffell, Chas, Bridge-st, Westminster, Optician. Pet April 13. May 3 at 12. Daniel, Chancery-lane.

Taylor, Hy, Prisoner for Debt, London. Pet April 13 (for pau). Roche. April 28 at 1. Kimberley, Scott's-yard, Bush-lane, Cannon-st.

Taylor, Geo Chas Fredk, Oxford, out of business. Pet April 14. May 3 at 1. Drake, Basinghall-st.

Tester, Malcolm, Cheapside, Bill Broker. Pet April 7. Pepys. May 7 at 11. Andrew, Gt James-st, Bedford-row.

Tricket, Hy Joseph, Trinity-pl, Maidenstone-hill, Greenwich, Painter. Pet April 13. Pepys. April 30 at 1. Godfrey, Hatton-garden.

Trolley, Benj, St Neots, Huntingdon, Upholsterer. Pet April 13. May 3 at 12. Lumley & Lumley, Old Jewry-chambers.

Tyler, Chas, Beresford-st, Woolwich, Beer Retailer, Pet April 8. Pepys. April 30 at 11. Dobson, Colmas-st, Mile-end.

Walter, Benj, Queen-ter, Court Hill-rd, Lewisham, Warehouseman. Pet April 13. Roche. April 28 at 12. Walls, Walbrook.

Waters, Saml, Prisoner for Debt, London. Pet April 8 (for pau). Brougham. April 28 at at 1. Hicks, Strand.

Wenden, Major, Scott-st, Roscoe-st, Barking-rd, Builder. Pet April 12, Roche. April 28 at 1. Dobie, Gresham-st.

White, Joseph Thomason, Prisoner for Debt, London. Pet April 13. (for pau). Pepys. May 7 at 10.30. Kimberley, Scott's-yard, Bush-lane.

Wright, Mark, Lower Robert-st, Plumstead, Assistant to a Chemist. Pet March 12. Pepys. May 6 at 1. Buchanan, Basinghall-st.

To Surrender in the Country.

Adams, John, Brandford, nr Manch, Grocer. Pet April 12. Macrae. Manch, April 29 at 11. Stringer, Manch.

Ahearn, Wm, Lpool, Outfitter. Pet April 13. Lpool, April 30 at 11. Evans & Lockett, Lpool.

Ainsworth, Richd, & Geo Wm Clayton, Manch, Calico Printers. Pet April 12. Macrae. Manch, April 30 at 12. Sutton & Elliott, Manch.

Andrews, Geo, Tuxford, Nottingham, Corn Dealer. Pet April 6. Leeds, May 5 at 12. Bescoby, East Retford; Smith & Burdekin, Sheffield.

Armstrong, John, Chorlton-upon-Medlock, Manch, Tailor. Pet April 12. Fardell. Manch, April 27 at 19. Smith & Boyer, Manch.

Beam, John, Kingston-upon-Hull, Horse Dealer. Pet April 14. Leeds, April 28 at 11. Hearfield, jun, Hull.

Bell, Fras Edwd, Bishop Auckland, Durham, Grocer. Pet April 13. Gibson. Newcastle-upon-Tyne, April 29 at 12. Harle & Co, Newcastle-upon-Tyne.

Bevington, Saml, Prisoner for Debt, Stafford. Adj Oct 14. Challinor. Hanley, April 28 at 10. Sutton, Burslem.

Bewick, Robt, jun, Newcastle-upon-Tyne, Wholesale Grocer. Pet April 10. Gibson. Newcastle-upon-Tyne, April 27 at 12. Joel, Newcastle-upon-Tyne.

Bowden, Hy, Stafford, Lancaster, Assistant to a Grocer. Pet April 14. Hulton. Salford, May 1 at 9.30. Boote & Rylane, Manch.

Bowden, Eli, Ollerset, Derby, out of business. Pet April 13. Macrae. Manch, April 29 at 12. Bent, Stockport.

Briggs, Moses, Overton, York, Beerseller. Pet April 13. Mason. Wakefield, May 1 at 11. Stringer, Osset.

Bruce, Geo, Prisoner for Debt, Lancaster Castle. Adj March 18. Lpool, April 30 at 11.

Bullen, Geo, Tyne Dock, Durham, Master Mariner. Pet April 7. Gibson. Newcastle-upon-Tyne, April 29 at 12. Oliver & Botterell, Sunderland.

Burton, Wm, Alfreton, Derby, Slater. Pet April 13. Leeds, May 5 at 12. Binney & Son, Sheffield.

Carpenter, Wm, Pool, Cornwall, Miner. Pet April 13. Peter. Redruth, May 4 at 11. Trovena, Redruth.

Catt, Thos, Ore, Sussex, Labourer. Pet April 12. Young. Hastings, April 29 at 11. Philbrick, Hastings.

Clarke, Horatio, Landport, Hants, Shipwright. Pet April 13. Howard. Portsmouth, April 30 at 12. Champ, Portsea.

Clark, Thos, Chipping Sodbury, Gloucester, Innkeeper. Pet April 12. Wilde. Bristol, April 26 at 11. Fussell & Prichard, Bristol.

Crofts, Geo Chas, Lpool, Comm Agent. Pet April 12. Lpool, April 28 at 11. Etty, Lpool.

Cross, Geo, Burton-on-Trent, Stafford, Joiner, Pet April 13. Hill. Birm, April 28 at 12. Briggs, Derby.

Crowther, John, Salford, Lancaster, out of business. Pet April 14. Hulton. Salford, May 1 at 9.30. Law, Manch.

Davies, Thos Whicker, Haverfordwest, Corn Merchant. Pet April 3. Wilde. Bristol, April 29 at 11. Abbot & Leonard, Bristol.

Davies, Edmund, Whitehaven, Cumberland, Dentist. Pet April 3. Gibson, Newcastle-upon-Tyne, April 27 at 12.30. Bousfield, Newcastle-upon-Tyne.

Denton, Alfred Gentleman, Halifax, York, Woolsorter. Pet April 13. Rankin. Halifax, April 30 at 10. Jubb, Halifax.

Drennan, David, Wolverhampton, Stafford, Commercial Traveller. Pet April 13. Brown. Wolverhampton, April 28 at 12. Barrow, Wolverhampton.

Ellis, Philip Fredk, Felstead, Essex, Wheelwright. Pet April 12 Wade. Dunmow, April 27 at 11. Johnson, Dunmow.

Fisher, Josiah, Prisoner for Debt, Stafford. Pet April 7. Walker. Dudley, April 30 at 12. Lowe, Dudley.

Fletcher, John, Lpool, Millwright. Pet April 10. Hime. Lpool, April 26 at 2. Blackhurst, Lpool,

Francis, John, Landport, Hants, Tobacconist. Pet April 13. Howard. Portsmouth, April 30 at 12. Champ, Portsea.

Gaiger, Fredk Chas, Eastworth, Surrey, Railway Clerk. Pet April 10. Gregory. Chertsey, April 29 at 11. Grazebrook & Paine, Chertsey.

Graham, John, Huddersfield, York, Beerhouse Keeper. Pet March 18. Jones. Huddersfield, April 30 at 10. Freeman, Huddersfield.

Griffiths, Wm, Aston, Warwick, Gun Manufacturer's Foreman. Pet April 12. Hill. Birm, April 28 at 12. East, Birm.

Grisenthwaite, John, Manch, out of business. Pet April 13. Kay. Manch, May 4 at 9 30. Bent, Manch.

Gurr, Wm Huntley Bryan, Brighton, Dairyman. Pet April 8. Evershed. Brighton, April 26 at 11. Mills, Brighton.

Holyoake, Geo Wm Hy, Neachley, Salop, out of business. Pet April 13. Hill. Birm, April 28 at 12. James & Griffin, Birm.

Humphries, Wm John, Birm, Cabinet Case Manufacturer. Pet April 12. Guest. Birm, May 14 at 10. Harrison, Birm.

Jennings, Jas, jun, Kendal, Westmorland, Journeyman Boot Maker. Pet April 8. Wilson. Kendal, April 23 at 10. Thompson, Kendal.

Jones, Thos Seth, Prisoner for Debt, Cardiff. Pet April 13. Wilde Bristol, April 29 at 11. Henderson & Salmon, Bristol.

Jones, John, Upper Bangor, Carnarvon, Potatoe Merchant. Pet April 9. Jones. Bangor, April 28 at 11. Edwards, Bangor.

Jones, Wm, Aberdare, Glamorgan, Wheelwright. Pet April 13. Rees. Aberdare, April 27 at 11. Plewa, Merthyr Tydfil.

Lard, Edwd, Bacup, Lancaster, Breaker up of Cotton Waste. Pet April 13. Hall. Bacup, May 5 at 11. Blackburn, Ramsbottom.

Lee, Geo, Chesterfield, Derby, Beerhouse Keeper. Pet April 9. Wake. Chesterfield, May 11 at 12. Gee, Chesterfield.

Lee, Saml, Sheffield, Dealer in Sewing Machines. Pet April 13. Wake. Sheffield, April 28 at 1. Binney & Son, Sheffield.

Lineker, Elisha Harrio, Eccleshill, York, Surgeon. Pet April 15. Leeds, May 3 at 11. Bond, Barwick, Leeds.

Lunn, Allen, Milnsbridge, York, Machine Fitter. Pet March 30. Jones. Huddersfield, April 30 at 10. Learoyd, Huddersfield.

Mason, Wm, Pershore, Worcester, Licensed Victualler. Pet April 12. Tudor. Birm, April 30 at 12. Southall, Birm.

Merritt, Richd, Portsmouth, Bargeman. Pet April 13. Howard. Portsmouth, April 30 at 12. Champ, Portsea.

Monck, Edwd, Stamford, Lincoln, Gun Maker. Pet April 13. Tudor. Birm, April 27 at 11. Maples, Nottingham.

Owen, Jas, Bellan Farm, Oswestry, Salop, Comm Agent. Pet April 7. Croxon. Oswestry, May 15 at 11. Hughes, Oswestry.

Parsonage, Jane, Edgbaston, Birm, out of business. Pet April 13. Tibbitts. Warwick, May 1 at 11. Sanderson, Warwick.

Pittman, Jas, Warwick, out of business. Adj March 19. Tibbitts. Warwick, May 1 at 11.

Rayner, Joseph Haigh, Huddersfield, York, Cloth Dresser. Pet April 8. Jones. Huddersfield, April 20 at 10. Sykes. Huddersfield.

Scofield, Wm, Uppingham, Rutland, Cabinet Maker. Pet April 8. Sheild. Uppingham, April 27 at 10. Law, Stamford.

Scott, Jas, jun, Saint, Cornwall, Boot Maker. Pet April 9. Hawker. Camelford, April 22 at 10. King, Camelford.

Shelmerdine, John, Prisoner for Debt, Manch. Pet March 8. Kay. Manch, May 5 at 9.30. Law, Manch.

Signall, Fras, Lower Clent, Beerhouse Keeper. Pet April 12. Harward. Stourbridge, April 30 at 10. Topham, Westbromwich.

Smith, Jeremiah Stead, Castleford, York, Farmer. Pet April 14. Coleman. Pontefract, April 30 at 11. Clough, Pontefract.

Smith, Wm, Devonport, Butcher. Pet April 15. Pearce. East Stonehouse, April 28 at 11. Gill, Devenport,

Spikins, John Aston, & John Hy Spikins, Boston, Lincoln, Turners. Pet April 10. Staniland. Boston, April 28 at 11. York, Boston.

Tatam, Chas, Kingston-upon-Hull, Coal Merchant. Pet April 14. Leeds, April 28 at 12. Summers, Hull.

Walker, Thos, West Leak, Nottingham, Builder. Pet April 13. Tudor. Birm, April 27 at 11. Maples, Nottingham.

Watson, Hy, Reading, Berks, Plumber. Pet April 12. Collins. Reading, May 1 at 11. Rising, Reading.

White, Thos G., Seacombe, Chester, Cotton Brokers. Pet April 7. Lpool, April 28 at 12. Lace & Co, Lpool.

Wild, John, Heywood, Lancaster, Shopkeeper. Pet April 10. Macrae. Manch, April 30 at 12. Whitehead, Rochdale; Cobbett & Co, Manch.

Worthington, Chas, Farnham, Surrey, Blacksmith. Pet April 7. Hollest. Farnham, April 22 at 12. Eve, Aldershot.

Wybrew, Joseph, Sawbridgeworth, Hertford, Baker. Pet April 8 Unwin. Bishop's Stortford, April 29 at 11. Baker, Bishop's Stortford.

TUESDAY, April 20, 1869.

To Surrender in London.

Adcock, Wm, Leckhampstead, Buckingham, Publican. Pet April 15. May 3 at 2. Greaves, Essex-st, Strand.

Barnett, Jas, Blenheim-passage, Abbey-rd, St John's Wood, Manager to a Marine Store Dealer. Pet April 14. Pepys. May 7 at 10.30. Lewis, Cheapside.

Barrett, Hy, Prisoner for Debt, Surrey. Adj April 15. Murray. May 24 at 11.

Bennett, Chas Augustus, Prisoner for Debt, London. Pet April 15 (for pau). Pepys. May 7 at 11. Wilkinson, Guildhall-chambers.

Brookes, Robt Wilson, High-st, Shoreditch, Hosier. Pet April 16. Roche. May 3 at 12. Reed & Co, Gresham-st.

Brownett, Hy, Oakley-crescent, Chelsea, no business. Pet April 15. Pepys. May 7 at 11. Harrison, Basinghall-st.

Camfield, Chas Thos, Church end, Hendon, Draper. Pet April 15. May 5 at 11. Godfrey, Hatton-garden.

Chamberlain, Mark, Lavender-rd, Clapham Junction, Builder. Pet April 13. May 3 at 12. Rigby, Basinghall-st.
Collis, Edwd, Colherne-rd, West Brompton, Time Keeper. Pet April 13. May 5 at 11. Kisch, Wellington-st, Strand.
Davis, Jas Sydney, Palace-rd, Westminster Bridge-rd, Professor of Music. Pet April 15. Murray. May 3 at 11. Norton, Gt Swanalley, Moorgate-st.
Dean, Thos, Prisoner for Debt, London. Pet April 15 (for pau). Brougham. May 5 at 2. Edwards, Bush-lane, Cannon-st.
Emanuel, Lawrence, Henrietta-st, Manchester-sq, Iron Merchant. Pet April 15. Murray. May 3 at 12. Scarth, Welbeck-st, Cavendish-sq.
Fagg, Geo, Highbury New-pk, Islington, Provision Merchant. Pet April 17. May 10 at 11. Roberts, Moorgate-st.
Galzini, Alfonso Antonio, Prisoner for Debt, London. Pet April 15 (for pau). Murray. May 3 at 12. Goatley, Bow-st, Covent-garden.
Gardiner, John Thos, St Mary Axe, Wine Merchant. Pet April 17. Murray. May 3 at 12. Linklaters & Co, Walbrook.
Giles, Ephraim, sen, Prisoner for Debt, London. Pet April 15 (for pau). Pepys. May 7 at 10.30. Biddles, South-sq, Gray's-inn.
Godden, Stephen, Alexandra-rd, Addiscombe-rd, Croydon, Corn Merchant. Pet April 16. Pepys. May 7 at 12. Minter, Folkestone.
Green, Fredk Alex Hanson, Prisoner for Debt, London. Pet April 16 (for pau). Murray. May 3 at 12. Watson. Basinghall-st.
Hancock, John, White-sq, Clapham, Beerhouse Keeper. Pet April 13. May 3 at 12. Pittman, Stamford-st.
Hugon, Gabriel, Gt Tower-st, Merchant. Pet April 15. May 5 at 11. Day, St Swithin's-lane.
Hurst, Fredk Chas, Pepper-st, Southwark, out of business. Pet April 17. Pepys. May 7 at 12. Stanley, Austin-friars.
Jones, Alfred, Lamb's-pl, Alpha-rd, Surbiton hill, Gas Fitter. Pet April 16. May 5 at 2. Cooke, Gresham bldgs, Basinghall-st.
Kemp, Wm Geo, East Ferry-rd, Millwall, Ironmonger. Pet April 12. Pepys. May 6 at 2. Barton & Drew, Fore st.
Kent, Robt Geo, Old Compton-st, out of business. Pet April 15. Murray. May 3 at 11. Morris, Leicester-sq.
Linsel, Robt, Stebbing, Essex, Farmer. Pet April 16. May 5 at 11. Bowker, Bishop's Stortford.
Linsell, Hy Jas, Sourstowe-rd, Hackney, Messenger. Pet April 16. May 5 at 2. Ball, Tokenhouse-yard.
Maddox, John Handley, Huntingdon, Innkeeper. Pet April 13. Pepys. April 30 at 2. Fox & Robinson, Gresham House.
Marceau, Fredk, Prisoner for Debt, London. Pet April 14 (for pau). Brougham, May 3 at 2. Watson, Basinghall-st.
Napper, Laker, Horsham, Sussex, Gent. Pet April 12. Pepys. May 7 at 12. Adams, Old Jewry-chambers; Bedford, Horsham.
Parratt, Wm, Lavender-hill, Surrey, Builder. Pet April 14. May 3 at 1. Sale & Co, Aldermanbury.
Powell, Richd, Liverpool-rd, Islington, Livery Stable Keeper. Pet April 16. Pepys. May 7 at 11. Hicklin, Trinity-sq, Boro.
Purton, Geo, Poole, Dorset, Saw Mill Owner. Pet April 14. Pepys. May 7 at 10.30. Young, Lincoln's-inn-fields.
Randall, Chas, Paragon-grove, Surbiton-hill, Lodging-house Keeper. Pet April 17. May 10 at 11. Ashhurst & Co, Old Jewry.
Saale, Hy Ernest Paul, Prisoner for Debt, London. Pet April 14 (for pau). Murray. May 3 at 11. Watson, Basinghall-st.
Smart, Geo, Stanley-st, Battersea-pk, Builder. Pet April 12. Pepys. May 6 at 1. Angell, Guildhall-yard.
Smith, Allen, Henley-st, Battersea, Carpenter. Pet April 16. Pepys. May 7 at 12. Hewlitt, Travers-rd, Holloway.
Thurlow, Edwin, Lorrimore-st, Walworth, out of business. Pet April 14. Pepys. May 7 at 10.30. Hugo, Serle-st, Lincoln's-inn.
Vineall, Saml, Prisoner for Debt, London. Pet April 15 (for pau). Pepys. May 7 at 11. Kimberley, Scott's-yard, Bush-lane.
White, Fredk, Prisoner for Debt, Lancaster. Adj April 15. Murray. May 3 at 11.
White, Hy, Essex, Walthamstow, Dairyman. Pet Feb 19. Pepys. May 7 at 11. Dobie, Gresham-st.

To Surrender in the Country.

Ainge, John, Alcester, Warwick, Baker. Pet April 16. Hill. Birm, May 5 at 12. Allen, Birm.
Atkinson, Chas, Selby, York, Potatoe Merchant. Pet April 16. Leeds, May 3 at 11. Bancroft, Selby; Boad & Barwick, Leeds.
Barrs, Alfred Dennis, Westbromwich, Stafford, out of employment. Pet April 13. Watson. Oldbury, April 27 at 11. Barrow, Wolverhampton.
Bick, Fredk, St Arvans, Monmouth, Hotel Keeper. Pet April 15. Wilde. Bristol, April 30 at 11. Perrin, Bristol.
Bleakman, Adolphus, Lpool, Shipwright. Pet April 16. Lpool, May 5 at 11. Radcliffe & Layton, Lpool.
Boutlett, Fras, Bournemouth, Southampton, Boot Maker. Pet April 15. Druitt. Christchurch, May 1 at 12. Sharp, Christchurch.
Burnes, Wm, Stocton-on-Tees, Draper's Assistant. Pet April 17. Crosby. Stockton-on-Tees, May 5 at 11. Draper, Stockton.
Burton, John Edwd, & Edwd Brooke, Bradford, York, Spinners. Pet April 16. Leeds, May 3 at 11. Cross, Bradford; North & Sons, Leeds.
Cashmore, Thos, Fenny Stratford, Buckingham, Licensed Victualler. Pet April 16. Bull. Newport Pagnell, May 5 at 4. Conquest & Stimson, Bedford.
Coates, Jas Douglas, Walsall, Stafford, out of business. Pet April 15. Walsall, May 3 at 12. Duignan & Co, Walsall.
Corry, Edwd, Preston, Lancaster, Confectioner. Pet April 14. Myres. Preston, May 1 at 10. Edelston, Preston.
Cranston, Wm John, Lpool, Dealer in Hardware. Pet April 15. Hime. Lpool, April 30 at 2. Smith, Lpool.
Dally, Edwd, Yoxford, Suffolk, Blacksmith. Pet April 15. Baas. Halesworth, May 4 at 12. Moseley, Framlingham.
Davies, Saml Hunt, Manch, Coal Merchant. Pet April 16. Fardell. Manch, May 4 at 11. Smith & Boyer, Manch.
Deakin, Jesse, Hydan, Montgomery, Innkeeper. Pet April 14. Harrison. Welshpool, May 3 at 11. Jones, Welshpool.
Drummond, Thos, Newcastle, Carmarthen, Grocer. Pet April 14. Evans. Newcastle Emlyn, May 3 at 11. George, Newcastle Emlyn.
Derges, John, Prisoner for Debt, Bristol. Adj April 10. Wilde. Bristol, April 30 at 11.
Errington, Edwd, Newcastle-upon-Tyne, Dealer in Sacks. Pet April 14. Gibson. Newcastle-upon-Tyne, May 3 at 12. Hodge & Haris, Newcastle-on-Tyne.
Fitzgerald, Chas, Brighton, Sussex, Gent. Pet April 13. Blaker. Lewes, May 6 at 12.
Foster, John, jun. Chalvey, Buckingham, no occupation. Pet April 15. Darvill. Windsor, April 29 at 11. Phillips, Windsor.
Griffin, Wm, Prisoner for Debt, Bristol. Pet April 13 (for pau). Harley. Bristol, May 7 at 12.
Hales, Joseph, Prisoner for Debt, Nottingham. Adj April 14. Tudor, Birm, May 11 at 11. Maples, Nottingham.
Harris, Thos Levi, Prisoner for Debt, Gloucester. Adj April 10. Tudor. Birm, April 30 at 12. James & Griffin, Birm.
Harry, Wm, Prisoner for Debt, Bodmin. Adj April 10. Exeter, April 30 at 1.
Hawkins, John Tipping, Walsall, Stafford, Ale Dealer. Pet April 17. Hill. Birm, May 5 at 12. Thomas, Walsall; James & Griffin, Birm.
Hewlett, John Saml, Prisoner for Debt, Gloucester. Adj April 10. Wilde. Bristol, April 30 at 11.
Heyworth, Jas Greenwood, Failsworth, nr Manch, out of business. Pet April 17. Tweedale. Oldham, May 5 at 12. Milne, Manch.
Holden, John, Scout Bottom, nr Newchurch, Lancaster, Cotton Manufacturer. Pet April 16. Macrae. Manch, May 7 at 12. Baldwin, Burnley; Sale & Co, Manch.
Holford, Thos Hy, Hanley, Stafford, Beerseller. Pet April 17. Challinor. Hanley, May 15 at 10. Tennant, Hanley.
Holt, Thos, Burnley, Lancaster, Labourer. Pet April 15. Hartley. Burnley, May 3 at 3.30. Backhouse & Whittam, Burnley.
Hurst, John Reed, Prisoner for Debt, Walton. Adj March 19. Lpool, May 1 at 11.
Hyde, Peter, Powick, Worcester, Licensed Victualler. Pet April 17. Crisp. Worcester, May 5 at 11. Tree, Worcester.
Isherwood, Wm, Stockport, Chester, Licensed Victualler. Pet April 14. Fardell. Manch, May 4 at 11. Law; Manch.
Jamson, Wm, Darlington, Durham, Painter. Pet April 15. Bowes. Darlington, May 1 at 10. Robinson, Darlington.
Johns, Saml, Nottingham, out of business. Pet April 17. Patchitt. Nottingham, May 19 at 10.30. Belk, Nottingham.
Leaman, Richd, Bristol, Brightsmith. Pet April 16. Harley. Bristol, May 7 at 12. Thick.
Marks, Bearon Jas, Brighton, out of business. Pet April 13 (for pau). Blaker. Lewes, May 6 at 2.
Moat, Edwd Langston, Dover, Kent, Carriage Builder. Pet April 10. Greenhow. Dover, May 1 at 12. Fox, Dover.
Moffatt, John Dearham, Cumberland, Grocer. Pet April 17. Waugh. Cockermouth, May 3 at 3. Hayton, Cockermouth.
Morrison, David, Brighton, out of business. Pet April 13 (for pau). Blaker. Lewes, May 6 at 12.
Nathan, Isaac, & Saml Levy, Prisoners for Debt, Cardiff. Adj April 12. Wilde. Bristol, April 30 at 11.
Nesbitt, Geo, Manch, Public Accountant. Pet April 16. Fardell. Manch, May 5 at 12. Sale & Co, Manch.
Oakley, Jas, Halesowen, Worcester, out of business. Pet April 14. Guest. Birm, May 14 at 10. Fitter, Birm.
Ollerton, John, Wigan, Lancaster, Draper. Pet April 15. Fardell. Manch, May 4 at 12. France, Wigan.
Poole, Geo, Prisoner for Debt, Bristol. Pet April 13 (for pau). Harley. Bristol, May 7 at 12.
Purbrick, Jas, Birm, Builder. Pet April 14. Guest. Birm, May 14 at 10. Fitter, Birm.
Richardson, Geo Brooks, Melbourne, Derby, Grocer. Pet April 17. Tudor. Birm, May 11 at 11. Heath, Derby.
Roberts, Robt, Trebeirdd, Flint, Cattle Dealer. Pet April 16. Lpool, April 30 at 12. Thornley, Lpool.
Rockett, Geo, Dewsbury, York, Tailor. Pet April 15. Nelson. Dewsbury, May 6 at 3. Chadwick & Son, Dewsbury.
Roe, John, jun, Prisoner for Debt, Nottingham. Pet April 15. Tudor. Birm, May 11 at 11. Belk, Nottingham.
Rolfe, Richd, Upend Kirtling, Cambridge, Farm Steward. Pet April 15. Button. Newmarket, May 4 at 11. York, Newmarket.
Schofield, Geo, Prisoner for Debt, Manch. Adj April 14. Hulton. Salford, May 1 at 9.30.
Scurlock, Jas, jun, Haverfordwest, Tailor. Pet April 15. Wilde. Bristol, April 30 at 11. Price, Bristol.
Smith, Chas, Empingham, Rutland, Blacksmith. Pet April 12. Sheild. Stamford, April 30 at 11. Law, Stamford.
Smith, Isaac, Heathfield, Sussex, Higgler. Pet April 15. Blaker. Lewes, May 7 at 11. Hillman, Lewes.
Speight, John, Bradford, York, Worsted Spinner. Pet April 17. Leeds, May 8 at 11. Hargreaves, Bradford, North & Sons, Leeds.
Stanton, Thos, Darlington, Durham, Grocer. Pet April 16. Bowes. Darlington, May 1 at 10. Robinson, Darlington.
Stott, Saml John, & Wm Handman Nelson, Lpool, Merchants. Pet April 17. Lpool, May 10 at 11. Etty, Lpool.
Stuart, John Hy, Highgate, Warwick, Accountant. Pet April 14. Guest. Birm, May 14 at 10. Beaton, Birm.
Symons, Hy, Bucktastleigh, Devon, Butcher. Pet April 8. Exeter, April 30 at 1. Presswell, Totnes; Flood, Exeter.
Tingey, Wm Summerley, Eaton Bray, Bedford, Grocer. Pet April 14. Kipling. Leighton Buzzard, May 5 at 11. Pettit, Leighton Buzzard.
Watkinson, Robt, Mexborough, York, Beerhouse Keeper. Pet April 14. Shirley. Doncaster, April 30 at 12. Woodhead, Doncaster.
White, Alfred, Milford, Surrey, Harness Maker. Pet April 15. Bridger. Godalming, May 3 at 1. White, Guildford.
Wood, Jas, Dewsbury, York, out of business. Pet April 15. Nelson. Dewsbury, May 6 at 3. Chadwick & Son, Dewsbury.

BANKRUPTCIES ANNULLED.

FRIDAY, April 16, 1869.

Barron, Hartley, Mexbrough, York, Book Keeper. March 25.
Barron, John, Mexbrough, York, Glass Blower. March 25.
Barron, Thos, Mexbrough, York, Glass Blower. March 25.

TUESDAY, April 20, 1869.

Silvester, Alfred, Millbank-st, Westminster, Prestidigitatour. April 19.